

# FIELD HOCKEY CANADA'S NATIONAL TEAM PROGRAM ATHLETE AGREEMENT

BETWEEN:

**FIELD HOCKEY CANADA ("FHC")**

AND \_\_\_\_\_ ("ATHLETE") OF

\_\_\_\_\_  
(Address)

WHEREAS FHC is recognized by the International Hockey Federation ("FIH") and the Government of Canada as the sole governing body of the sport of field hockey in Canada;

AND WHEREAS FHC organizes a National Teams Program through the National Team programs and their related professional staff to prepare national field hockey teams to represent FHC and Canada in international field hockey competition;

AND WHEREAS FHC employs National Coaches, Assistant Coaches and a Manager High Performance to manage the National Teams Programs;

AND WHEREAS the ATHLETE wishes to be an active participant in the FHC National Teams Program;

AND WHEREAS FHC and the ATHLETE wish to clarify the relationship between them by establishing their respective obligations;

AND WHEREAS the Government of Canada Athlete Assistance Program ("AAP") also requires that these obligations be set forth in a written agreement, where the ATHLETE is a recipient of AAP assistance;

FHC AND THE ATHLETE HEREBY AGREE:

## 1. OBLIGATIONS OF FHC

FHC shall:

- a. Approve, publish and communicate to the ATHLETE, talent athlete identification criteria for the National Teams Program, selection criteria for designated national teams, and selection criteria for the AAP. These criteria will be published on the FHC website annually and remain there throughout the year. Any changes to the selection criteria will be communicated to the carded athletes at least three (3) months prior to a major competition, e.g., Pan Am Games, World Cup and ten (10) months prior to the next carding cycle.

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- b. Invite, select, prepare and operate national teams of athletes, coaches and other support staff to represent Canada in international field hockey competitions in accordance with the strategic plan, budget and policies of FHC in effect from time to time;
- c. Recommend qualified Athletes for financial support under the AAP, and thereafter as requested, provide guidance to each carded ATHLETE in order for the ATHLETE to receive the benefits to which he or she is entitled;
- d. Provide the ATHLETE with three weeks written notice via email of any change to or withdrawal of AAP financial support;
- e. Plan and manage training programs and competitive activities for the ongoing development of all ATHLETES and the National Teams Program in accordance with the strategic plan, budget and policies of FHC in effect from time to time;
- f. Where the ATHLETE is selected to participate in the FHC Board approved international training and competitive activities, contribute to the funding of travel, accommodation and meal expenses, in accordance with the budget and policies of FHC in effect from time to time;
- g. Where the ATHLETE is selected to participate in the FHC Board approved international training and competitive activities, contribute to the funding of travel visas, in accordance with the budget and policies of FHC in effect from time to time;
- h. Where the ATHLETE is selected to participate in the FHC Board approved international training and competitive activities, contribute to the funding of travel related immunization/vaccination identified as being a mandatory requirement for travel by the National Program Physician, in accordance with the budget and policies of FHC in effect from time to time;
- i. Where the ATHLETE is selected to participate in the FHC Board approved international training and competitive activities, provide a clear understanding of any specific financial obligations the athlete is expected to bear related to that activity;
- j. Provide team uniforms for selected national teams in accordance with the budget and policies of FHC in effect from time to time;
- k. Certify the ATHLETE'S eligibility to compete in FIH events, provided the ATHLETE satisfies FIH eligibility criteria, is a member in good standing of FHC and is not in breach of any terms of this Agreement;
- l. Assist the ATHLETE in obtaining appropriate sport science expertise and medical care;

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- m. Where the ATHLETE is selected to participate in a specific international event, arrange for health and accident insurance for overseas travel, training and competition, in accordance with the budget and policies of FHC in effect from time to time;
- n. Respect the confidentiality of medical information supplied by the ATHLETE to FHC by not supplying this information to outside parties without the consent of the ATHLETE, unless required to do so by law or in accordance with FHC's anti-doping policies;
- o. Provide National Teams Program information to the ATHLETE by e-mail, by "athlete only" section of web site, or by mail if necessary, and make available through FHC's offices (Vancouver), upon request, copies of all relevant FHC policies pertaining to the National Teams Program, in effect from time to time, including but not limited to:
  - i. Policies pertaining to athlete conduct including the FHC Code of Conduct, and Discipline and Complaints Policy,
  - ii. Policies pertaining to the resolution of disputes within FHC, including the FHC Appeals Policy,
  - iii. Policies pertaining to dues and levies associated with the National Teams Program and national teams,
  - iv. Policies of the Government of Canada pertaining to the AAP,
  - v. Policies pertaining to doping in sport including domestic policies pertaining to doping and FIH policies pertaining to doping,
  - vi. Policies pertaining to athlete insurance,
  - vii. Any other relevant policies as approved by FHC from time to time, circulated to the ATHLETE, published on the FHC website and/or published in the FHC Athlete Orientation Handbook.
- p. Provide to the athlete in writing on a quarterly basis, updates to training plans, monitoring, testing schedules and results, player evaluation feedback, anticipated financial costs and assessments, proposed competition and training plans, FIH and CCES doping and drug testing documentation and updates.
- q. Communicate with athletes both orally and in writing in the language of their choice (French or English);
- r. Provide for a representative elected or appointed by the athletes to sit as a voting member of the relevant decision-making body of FHC;
- s. Provide an appeal procedure that is in conformity with the principles of natural justice and procedural fairness, which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with FHC, other than those related to the Athlete Assistance Program, and publish the details of this procedure in a prominent manner so that it is

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freely available to all athletes or any person requesting this information by or on behalf of the Athlete.

- t. Conduct an annual review of the FHC National Team Program Athlete Agreement in consultation with the National Team Player Representative.
- u. Publish National Sport Organization (NSO) approved, AAP compliant criteria for the selection of Eligible Athletes to be nominated for the AAP ten (10) months before the start of the AAP eligibility cycle for the particular sport

## **2. OBLIGATIONS OF THE ATHLETE**

The ATHLETE shall:

- a. Maintain status as a member in good standing of FHC and as per policies set by FHC, pay any and all membership dues, insurance fees and national team levies as approved and assessed by the National Team programs and FHC from time to time;
- b. Under the supervision of the National Coach or his/her designate, actively participate in all training programs, competitive activities, evaluation activities and reporting procedures approved by the National Coach or by FHC for the National Teams Program;
- c. To play field hockey outside of the FHC system the ATHLETE must obtain clearance from the National Coach;
- d. Demonstrate commitment to high performance field hockey by:
  - i. Developing and maintaining a high level of fitness,
  - ii. Following an individual training and competitive program approved by the National Coach,
  - iii. Maintaining regular contact with the National Coach or with his/her designate,
  - iv. Maintaining training logs and reporting as requested to the National Coach,
  - v. Participating in athlete monitoring and sport science tests as requested by the National Coach or his/her designate, and
  - vi. Living in an environment that is conducive to high performance athletic achievement and avoiding activities that put the ATHLETE'S ability to perform at risk.
- e. Within one week (7 days), notify the National Coach or his/her designate verbally of any injury or other legitimate reason that might prevent the ATHLETE from fulfilling any obligations under this Agreement. In the event of injury and within one week of its diagnosis, the ATHLETE shall supply the National Coach with a certificate from a medical doctor describing the nature of the injury. Athletes approved for out of country training

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must contact the National Coaches directly if they foresee any problems meeting the above timelines around injury reporting.

- f. Provide pertinent medical information to FHC’s medical staff as requested, and consult with medical staff regarding the use of prescription and non-prescription drugs;
- g. Wear and use approved national team uniforms at all national team activities including training, competition, competition-day warm-ups, opening and closing ceremonies, post-competition ceremonies, press conferences, photo sessions, promotional events and other public appearances, at all times and in the proper manner as directed by FHC. ATHLETES wishing to be selected for Major Games, agree to sign other agency agreements related to sponsorship and promotion. The athlete player representative will be consulted as part of any major review of the national team training and competition uniform. Decisions on training and competition uniforms will be the responsibility of FHC. All decisions will be made within the guidelines set out by the International Hockey Federation (FIH) and/or Major Games sponsorship and promotions agreements as relevant;
- h. Participate in reasonable educational or non-commercial, promotional activities as may be requested by FHC or the Government of Canada, provided the ATHLETE shall be compensated for out-of-pocket expenses and such activities will not exceed the equivalent of two days per year. FHC 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. This is in addition to commercial appearances that the ATHLETE may make on behalf of FHC as described in Section 3 (a) (ii) of this Agreement;
- i. Supply FHC with biographical information as requested, and notify FHC and the Athlete Assistance Program immediately of any change of address;
- j. As a member of FHC and of the National Teams Program, behave in a lawful, courteous and respectful manner and adhere at all times to FHC’s policies and rules relating to Athlete conduct in effect from time to time;
- k. Where the ATHLETE receives financial support through the AAP, undertake to fulfill all commitments and responsibilities outlined in the publication *Athlete Assistance Program Policies, Procedures and Guidelines*, and agree to refund to the Government of Canada any over-contribution paid to the ATHLETE should the ATHLETE’S carding status change, effective the date of such change;
- l. Execute any further documents that may be required by FHC to give effect to the undertakings set out in this Agreement;

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- m. Indemnify and hold harmless FHC from any losses that FHC may incur as a result of the ATHLETE’S failure to satisfy any provision(s) of this Agreement. This indemnification shall survive termination of this Agreement;
- n. During or at National Team training camps and competitions, avoid alcoholic consumption to a level that would reasonably be expected to impair the Athlete’s ability to speak, walk or drive, or cause the Athlete to behave in a disruptive manner;
- o. Avoid the use of banned substances that contravene the rules of the International Olympic Committee (IOC), the rules of the International Federation (FIH) and the Canadian Policy on Doping in Sport;
- p. 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 FHC, Sport Canada, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so;
- q. 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;
- r. Respect and abide by the Canadian Anti-Doping Program (CADP) as administered by the Canadian Centre for Ethics in Sport (CCES);
  - i. Specifically agree that as a member of the National Athlete Pool (NAP) in my sport I am subject to the Canadian Anti-Doping Program (CADP) and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the CADP.
  - ii. Agree that I have been educated regarding the anti-doping rules and violations contained in the CADP.
  - iii. Acknowledge that information, including personal information about me, can be shared between anti-doping organizations for anti-doping purposes and such information will be used only in a fashion that is fully consistent with the limitations and restrictions contained in the World Anti-Doping Agency’s International Standard for the Protection of Privacy and Personal Information.
  - iv. With the understanding that any disclosure is for the sole purpose of assisting the CCES in enforcement of the CADP, I consent to having police and law enforcement agencies, border services agencies, Sport Organizations of which I am a member and sporting clubs and athletic associations to which I belong, in Canada and elsewhere, disclose to the CCES information in their possession relating to me that is directly relevant to potential anti-doping rule violations contained in the CADP that may be asserted against me.

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- s. Complete the CCES on line anti-doping education program's 2 courses "True Sport Clean" and "Sport Canada - Athlete Assistance Program" at the beginning of each new carding cycle. Failure to do so will result in AAP payments being kept on hold until requirement is met.
- t. Avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;
- u. Adhere to and comply with FHC's appeal procedure;
- v. Actively participate in all AAP evaluation activities. ATHLETES will co-operate 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;
- w. Actively participate in all FHC evaluation activities. ATHLETES will co-operate in any evaluation of FHC, in particular the High Performance Programs that may be conducted by the Board, National Team working groups or anyone authorized to act on FHC's behalf and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation.
- x. 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.
- y. 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.

### **3. SPONSORSHIP AND COMMERCIAL ACTIVITIES**

- a. All marketing, advertising, and publicity rights relating to the ATHLETE'S individual name, signature, image, photo or picture is the property of the ATHLETE. All marketing, advertising, and publicity rights relating to the National Teams Program, the national team, the FHC logo, and the sport of field hockey, including all marketing, advertising and publicity materials associated with the national team uniform and related clothing, material and equipment provided by FHC are the property of FHC. The ATHLETE and FHC therefore agree as follows:
  - i. The ATHLETE shall obtain written consent from FHC prior to entering into any agreement for personal marketing or advertising that would involve: use of the ATHLETE'S name, signature, image, photo or picture in the FHC national team uniform; use of the FHC logo; or use of the national team or Olympic team name. It is understood that this consent may be withheld if, in the sole and absolute discretion of FHC, acting reasonably, the products or services

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referenced in this agreement conflict directly or indirectly with any advertising or marketing agreements to which FHC is a party, or with any products or services endorsed by FHC. Where an ATHLETE obtains the approval of FHC to enter into an agreement, the ATHLETE shall execute an FHC *Athlete Sponsorship Agreement*, a copy of which may be obtained upon request through the National Office of FHC;

- ii. FHC shall obtain signed and written consent from the ATHLETE (see Photo Release) prior to entering into any agreement to make use of the ATHLETE'S name, signature, image, photo or picture for the purposes of commercial promotion with potential sponsors, licensees or suppliers, or for non-commercial promotion of the aims and objectives of FHC. It is understood that this consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, the ATHLETE shall ordinarily be required to make personal appearances on FHC'S behalf for up to the equivalent of three working days during the program year, if, in the opinion of the ATHLETE, the appearances do not unreasonably interfere with the ATHLETE'S schedule of training, competition, work or education;
- iii. FHC shall be permitted to negotiate and/or enter any agreement to make use of a group image, photo or picture, for the purposes of commercial promotion with potential sponsors, licensees or suppliers, or for non-commercial promotion of the aims and objectives of FHC, where a group image is defined as five or more athletes appearing together in the official FHC national team uniform, provided that the athletes have equal prominence in the image, photo or picture (whether in still photo, television, video or any other form), and where such use is during or after any period in which the athletes compete as members of the national team.

#### **4. DEFAULT OF AGREEMENT**

- a. Where one of the parties to this agreement is of the opinion that the other party has failed to conform to obligations under this agreement, the following shall occur shall forthwith: The one part shall notify the other party in writing of the particulars of the alleged default.
- b. 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.
- c. 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

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amount to a repudiation of this agreement. 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.

## **5. RESOLUTION OF DISPUTES**

FHC 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. An appeal procedure that conforms to the principles of natural justice and procedural fairness, which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC). This appeal procedure would apply to any dispute the ATHLETE may have with FHC, other than those related to the Athlete Assistance Program. The details of this appeal procedure will be published in a prominent manner so that it is freely available to all athletes or any person requesting this information by or on behalf of the ATHLETE.
- c. 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 FHC and the ATHLETE, unless such disclosure is required by law, is mandated by the policies of FHC, FIH or the Government of Canada, or is required by virtue of a contractual commitment FHC or the ATHLETE may have to another party or parties.
- d. Where the National Coach, in consultation with the Manager High Performance, 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 CEO and shall be copied on all correspondence pertaining to the alleged breach.
- e. In the event that the National Coach and High Performance Manager cannot remedy the alleged breach within 14 days after the ATHLETE has been notified, the matter shall be referred to a 3-person Board appointed working group who shall, within 14 days, investigate and decide the dispute.

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- f. In deciding the dispute, the Board appointed working group shall have the authority to stipulate specific action to remedy the breach of the Agreement and/or to discipline the ATHLETE by applying any one or combination of the following disciplinary sanctions:
- g. a written reprimand;
- h. removal of certain National Teams Program privileges;
- i. suspending the ATHLETE from further participation on the National Teams Program, either for specified events or for a specified period of time;
- j. dismissing the ATHLETE from the National Teams Program;
- k. termination of this Agreement; and/or
- l. any other sanction that it considers appropriate in the circumstances.
- m. Where the ATHLETE is of the view that the National Coach, Manager High Performance, the Board appointed working group or any other representative of FHC is in breach of any of the provisions of this Agreement, the ATHLETE shall notify the CEO and the FHC Chair who shall investigate and decide the dispute in a timely manner.
- n. Any decision made with respect to an alleged breach of this Agreement may be referred to FHC's policies pertaining to the resolution of disputes, including the FHC Appeals Policy.

## **6. DURATION OF AGREEMENT**

- a. This Agreement comes into force on the date of execution by FHC and the ATHLETE and terminates at the duration of the 12 month carding cycle ending December 31<sup>st</sup> for the Men's National Program and April 30<sup>th</sup> for the Women's National Program, unless terminated earlier pursuant to this Agreement.

## **7. GENERAL**

- a. This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia.
- b. If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement shall nonetheless remain in force and effect.
- c. Delivery of this Agreement may be affected by fax, pdf or other electronic means of transmission.

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## FHC ATHLETE AGREEMENT

### SIGNATURE AND ATHLETE DECLARATION

#### FIELD HOCKEY CANADA

\_\_\_\_\_  
FHC Representative Name (Printed)

\_\_\_\_\_  
Witness (Printed and signed)

\_\_\_\_\_  
FHC Representative Signature

\_\_\_\_\_  
Date

#### ATHLETE

\_\_\_\_\_  
Athlete Name (Printed)

\_\_\_\_\_  
Witness (Printed and signed)

\_\_\_\_\_  
Athlete Signature

\_\_\_\_\_  
Date

#### **DECLARATION FOR CARDED ATHLETES ONLY: ATHLETE DECLARATION**

I hereby declare that in return for any financial assistance provide by the Sport Canada Athlete Assistance Program, I undertake to fulfill all commitments and responsibilities outlined in the booklet Athlete Assistance Program Policies, Procedure and Guidelines and my Athlete/NSO Agreement. I agree to refund any assistance provided to me, payable to the Receiver General of Canada, should my eligibility status change or my carded status be withdrawn, effective the withdrawal/change of status date.

I also agree to pay any and all membership dues, insurance fees and national team levies as approved and assessed by the National Team programs and understand that non-compliance could negatively impact my carding status and future involvement in the National Team Program.

Athlete Signature: \_\_\_\_\_

Witness: (Printed and signed) \_\_\_\_\_

Date: \_\_\_\_\_

**THIS SECTION MUST BE COMPLETED IF THE ATHLETE IS 18 YEARS OF AGE OR UNDER**

**PARENT/GUARDIAN INDEMNITY AGREEMENT**

*A parent or guardian's signature must accompany the Athlete Agreement if the ATHLETE is under the age of 19 at the time of signing the Agreement. This signature is **in addition to and not in place of** the ATHLETE'S signature on the Agreement.*

I am the parent/guardian of \_\_\_\_\_, who was born on \_\_\_\_\_ and is therefore a minor at the time of signing the Athlete Agreement with Field Hockey Canada.

I recognize that the ATHLETE derives benefits from signing this Agreement. I also recognize that the ATHLETE assumes obligations and I further recognize Field Hockey Canada's desire and need to enforce these obligations.

In consideration of the ATHLETE and Field Hockey Canada entering into the Athlete Agreement, I hereby agree to indemnify and hold harmless Field Hockey Canada from any losses that it may incur as a result of the breach of any provision of this Agreement by the ATHLETE. This indemnification shall survive termination of this Agreement.

\_\_\_\_\_  
Parent/Guardian Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Witness (Printed and signed)

## FHC Athlete Agreement FHC Policies and Procedures

This is to acknowledge that I have read Field Hockey Canada's Handbook, including:

- ATHLETE AGREEMENT
- ATHLETE HANDBOOK
- CODE OF CONDUCT
- DISCIPLINE & COMPLAINTS POLICY
- APPEALS POLICY
- CARDING CRITERIA
- NATIONAL TEAM SELECTION POLICY
- CANADIAN POLICY ON PENALTIES FOR DOPING IN SPORT
- FINANCE POLICY: NATIONAL TEAM LEVIES & OUTSTANDINGATHLETE ACCOUNT

### ATHLETE

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Signature

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Athlete Name

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Date

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Witness (Printed and signed)

All sections of this document are to be completed and signed by the athlete and witness, membership verified and returned to FHC.

For Carded Athletes: Upon receipt of the necessary signed forms, FHC will notify Sport Canada that you have read and signed the athlete agreement, are a member in good standing with FHC and Sport Canada will then process your athlete assistance stipend.

**PLEASE COMPLETE ELECTORICALLY AND SEND TO YOUR HIGH PERFORMANCE MANAGER.**

### OR MAIL ORIGINALS TO:

Field Hockey Canada  
3800 Wesbrook Mall  
Vancouver, BC V6S 2L9