



ROWING
CANADA
AVIRON

www.rowingcanada.org

CANADIAN AMATEUR ROWING ASSOCIATION 2009 ATHLETE AGREEMENT

This Agreement is made:

BETWEEN:

CANADIAN AMATEUR ROWING ASSOCIATION, a corporation incorporated under the laws of Canada, having its national office at #100 – 4636 Elk Lake Drive, Victoria, BC V8Z 5M1 c.o.b. as Rowing Canada Aviron (hereinafter referred to as "CARA")

and _____, a resident of
the City of _____
(hereinafter referred to as the "Athlete")

WHEREAS the Athlete wishes to be an active member of CARA, to compete in CARA sanctioned events and be eligible for selection by CARA to the Canadian National Rowing Team ("NRT");

AND WHEREAS CARA is recognized by both the Federation Internationale des Societes d'Aviron ("FISA") and Sport Canada as the sole national federation governing the sport of rowing in Canada and is thus the sole body which is empowered to select national team members for all international regattas;

AND WHEREAS CARA is a non-profit organization that provides financial and other support to rowing programs in Canada including the NRT;

AND WHEREAS, in order for CARA to maintain the quality of its National Team program, it must develop additional sources of financial support;

AND WHEREAS CARA and the Athlete are committed to work together to develop such sources of financial support for the benefit of the National Team program while preserving the ability of the Athlete to advance his or her interests;

AND WHEREAS CARA and the Athlete are committed to the pursuit of excellence without the use of banned substances;

AND WHEREAS CARA and the Athlete recognize the need to clarify the relationship between each other by establishing their respective rights and obligations;

AND WHEREAS the Sport Canada Athlete Assistance Program (hereinafter referred to as the AAP) requires these rights and obligations to be stated in a written agreement to be signed by CARA and the Athlete who applies for assistance under the AAP;



AND WHEREAS FISA requires that CARA certify the eligibility of the Athlete to compete as a member in good standing;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and such other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree to be bound by the following terms and conditions:

1. Term of Agreement

Regardless of when it is executed, this Agreement shall be effective on the date the Athlete signs an “intent to compete” and has signed this Agreement, or the 1st day of January 2009, whichever is earlier, and shall terminate on the 31st day of December 2009 unless terminated earlier in accordance with the terms contained in this Agreement.

2. Obligations of CARA

For the duration of the Agreement, CARA hereby agrees to:

- a. Commit to provide an internationally competitive rowing program during the term of this Agreement that will be in the best interest of athletic achievement with the objective of the Athlete realizing his or her full athletic potential in international rowing competition.
- c. Provide international quality coaching and equipment for the Athlete to access and use.
- d. Provide administrative services to suit the reasonable needs of the Athlete. These services will be provided in accordance with CARA Policies and the Athlete Handbook.
- e. Provide travel and accident insurance for the Athlete while competing as part of the National Team. Coverage will be as specified in the policies of insurance listed in Schedule “A” to this Agreement. Upon request, a copy of any insurance policy referred to in Schedule “A” hereto will be made available for inspection by the Athlete or by the Athlete’s representative. CARA will endeavour to assist, to the best of its ability, any Athlete who encounters any ill-health or injury while competing or travelling as part of the National Team.
- f. Provide educational materials and resources on the doping rules of the Canadian Olympic Committee, FISA, Canadian Centre for Ethics in Sport (“CCES”) and the World Anti-Doping Agency (“WADA”) as well as access to a medical professional to advise the athlete on doping related matters.
- g. Provide medical assistance, aid and advice at CARA’s National Training Centres.
- h. Provide all reasonable medical assistance when suggested by a CARA medical advisor.
- i. Provide access to dryland training facilities if the Athlete is training at the National Training Centres.
- j. Inform the Athlete of all CARA sponsors and their activities as they relate to the National Team program or to the Athlete.



- k. Provide the Athlete with a CARA uniform as may be determined by CARA in its sole discretion and CARA policy as amended from time to time.
- l. Where possible, provide the Athlete with other reasonable assistance not otherwise inconsistent with the obligations of CARA.
- m. Publish reasonable selection criteria for all national teams at least six (6) months before the selection of major games' teams (e.g. Olympic, Commonwealth, Pan American, FISU) and World Championship Teams.
- n. Advise the Athlete of applicable criteria for the selection of Athletes to Sport Canada's Athlete Assistance Program ("AAP") ten (10) months prior to the start of the AAP eligibility cycle;
- o. Nominate all eligible athletes for AAP and any other applicable athlete assistance programs, and thereafter advise all athletes of all related rights, benefits and obligations;
- p. Conduct nomination and selection of members to all national teams in a manner that is in conformity with the generally accepted principles of natural justice and procedural fairness.
- q. Use all reasonable means to protect the eligibility of the Athlete under the FISA, International Olympic Committee ("IOC") and Canadian Olympic Committee ("COC") rules by informing the Athlete of eligibility rules and regularly provide the Athlete information related to training and competition;
- r. Establish policies under this Agreement, and revise and update these policies from time to time and communicate such changes to the Athlete;
- s. Provide for a hearing and appeal procedure that is in conformity with generally accepted principles of natural justice and procedural fairness and to publish and make these documents available to the Athlete;
- t. Communicate with athletes both orally and in writing in the official language of Canada of their choice (French or English).

3. Obligations of the Athlete

For the duration of the Agreement, the Athlete hereby agrees to comply with all of the following obligations:

- a. Make a commitment to the complete program provided by CARA during the term of this Agreement to realize his or her full athletic potential with the objective of achieving excellence in international rowing competition;
- b. At all material times during the Term of this Agreement, maintain registered membership in good standing with CARA;



- c. Abide by the Rowing Canada Aviron National Team Selection Policy and any other selection criteria properly adopted by CARA from time to time;
- d. Act as a goodwill ambassador for CARA and the sport by acting in a professional manner at all times and by treating fellow athletes, coaches and all CARA management and staff in a courteous and respectful manner at all times;
- e. Avoid alcohol consumption during or at training, travel for training or competition, camps and competition that could reasonably be expected to cause impairment in the Athlete's ability to speak, walk, perform in competition, drive or cause the athlete to behave in a disruptive manner, for athletes 19 years or older;
- f. 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;
- g. Participate in all training camps and competitions determined by the coaching staff or as may be otherwise agreed upon by the Athlete and CARA;
- h. If not training at a CARA national training centre under the supervision of a National Program Coach, provide the National Program Coach or his/her delegate with a training chart/plan for the period when the athlete will be away from the national training centre. The chart/plan will incorporate CARA's national team testing dates and any other appropriate information that the National Program Coach may request. The chart/plan shall be updated monthly or at periods stipulated by CARA.
- i. Agree to read and comply with the Doping Control Policy and Program set out in Schedule "B" hereto and the current IOC-COC, Sport Canada and World Anti-Doping Agency ("WADA"), CCES and FISA anti-doping policies, as they may be amended from time to time. In particular, the athlete agrees to:
 - Avoid the possession and use of banned substances that contravene the rules of the IOC, the rules of FISA and RCA and the Canadian Policy on Doping in Sport.
 - 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 CARA, Sport Canada, the Canadian Centre for Ethics in Sport (CCES), FISA or other authorities designated to do so.
 - 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.
 - Participate, if asked by CARA to do so, in any Doping Control/Education Program developed by CARA in co-operation with Sport Canada and the CCES.
- j. The Athlete hereby understands and acknowledges that FISA and CARA will not be testing for alcohol and marijuana use. However, it is understood that use of these products is not



compatible with elite level rowing competition. The Athlete will obey the laws of Canada and the countries of competition with regard to the use of alcohol and marijuana.

- k. Ensure that CARA is informed of and provided with a copy of all commercial or sponsorship contracts that the Athlete entered into prior to the commencement of this Agreement and that are still in effect during the term of this Agreement.
- l. The Athlete acknowledges the exclusive right of CARA to bargain with third parties and obtain, for the benefit of CARA, rewards, financial or otherwise, arising from, through or as a result of CARA owned assets. The Athlete agrees that he or she will not use or infringe upon CARA's assets or restrict CARA's use of these assets for advertising, commercial or any other purpose without first obtaining the prior written consent of CARA.
- m. Provide all reasonable assistance to CARA in its fundraising and marketing efforts. Without limitation, each year the Athlete agrees, if asked, to make three (3) public and promotional appearances on behalf of CARA at sponsor-related activities or events. The Athlete will comply with any reasonable requests made by CARA's sponsors. The Athlete shall not be required to make any appearances or assist CARA as set out above if any such appearances or assistance will interfere with the Athlete's training, competition or other schedule as determined by the High Performance Director. CARA will use its best efforts to distribute the requests for appearances equitably among all of the athletes on the National Team. If the Athlete is requested to make more than three (3) sponsor related appearances each year on behalf of CARA, the Athlete will then be compensated Five Hundred Dollars (\$500.00) per appearance.
- n. Wear the uniform provided to him or her by CARA:
 - i) at any international or other regatta where the Athlete is competing as a member of the National Team,
 - ii) when travelling to and from such regattas,
 - iii) when training, competing and on the dock at such regattas, and
 - iv) during all Team appearances.

The uniform shall include the uniform or leisure clothing supplied by CARA to the Athlete for that regatta, including any unisuit, singlet, shorts, shoes, jacket, pullover, shirt, warm-up suits, eyewear or timepieces. The uniform may be modified at any time by CARA.

- o. Not compete at or engage in any rowing exhibition or activity whatsoever except for (a) those authorized in writing by the CARA High Performance Director and (b) activities directly related to training and racing for the National Team.
- p. 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.
- q. Notify CARA immediately in writing of any injury or other legitimate reason that will prevent the Athlete from participating in training or an upcoming event.
- r. 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.

- s. Refund, on a pro-rata basis, any assistance provided to the Athlete should the Athlete's eligibility status change or carded status be withdrawn.
- t. Acknowledge and agree that it is the sole responsibility of the Athlete to determine the consequences of accepting any prize money, AAP, CARA or other personal endorsement funding or scholarship funding eligibility for the National Collegiate Athletic Association ("NCAA") or other scholarship or funding either currently or in the future.
- u. Abide by the provisions of the Income Tax Act (Canada) as it pertains to trusts and abide by the provisions of FISA eligibility rules regarding personal endorsement and sponsorships.
- v. Avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted.
- w. Participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada. CARA usually makes such requests for participation and arranges the activities. Unless supplementary compensation is arranged, these activities do not normally involve more than two (2) working days per athlete per year.
- x. Abide by CARA's policy for *Rules and Code of Conduct for National Teams* found on CARA's web site at http://www.rowingcanada.org/national_team/athlete_information/
- y. Obtain a medical exam, preferably by a RCA physician, on a yearly basis.
- z. An athlete has the right of privacy relating to any information provided to medical staff for therapeutic reasons and the medical staff has a duty to maintain the confidentiality of that information. However, it is also essential for an athlete's coach to be informed of any information about the health of an athlete that may impact his or her ability to train or to perform at an expected level. Decisions taken by a coach without this information could jeopardize the future health of an athlete and the performance of the national team.

Accordingly, the athlete, by signing this agreement, provides consent to CARA's medical staff to disclose his or her health information to CARA's National Team Manager and to the National Team coaching staff that, in the opinion of the medical staff, is relevant to the athlete's ability to train or to compete at an expected level.

Under CARA's Rules and Code of Conduct for National Teams policy:

- i.) medical staff are required to inform the athlete that they will be disclosing the athlete's health information and to whom; and
- ii.) the VP High Performance, National Team Manager, High Performance Director and the coaching staff are required to respect the confidentiality of an athlete's medical information and to not disclose or discuss it with any other persons than the athlete, his or her health advisors and the coaching staff without the express permission of the athlete.



- aa. Provide CARA with not less than twenty (20) days' written notice of a decision to retire from active training and competition;
- bb. Agree that a breach of this Agreement, the Code of Conduct, FISA Competition regulations, and the various other CARA policies as set out in this Agreement, as may be amended from time to time, may result in a disciplinary sanction being imposed on the Athlete in accordance with the policies and procedures of CARA as established from time to time.

4. **Dispute Resolution**

For all disputes relating to this Agreement, the RCA Appeal Policy and Procedure as amended from time to time (Schedule "D" of this Agreement) will govern. This policy is also available on the RCA Website:

http://www.rowingcanada.org/member_services/policies/

5. **No Liability for CARA and Athlete Indemnification**

The Athlete hereby:

- a. Acknowledges that sport is potentially dangerous and that there are risks, dangers and hazards inherent in competition and in training and in preparing for and travelling to and from such competition and training. The Athlete acknowledges that he or she will be undertaking all activities pursuant to this Agreement at his or her own risk and agrees to assume all risks associated with and incidental to the Athlete's participation in training and competition as a member of the NRT.
- b. Acknowledges that CARA shall not be liable to the Athlete for any loss or damage to any property of the Athlete, however caused.
- c. Acknowledges that CARA shall not be liable (on any theory or ground of liability, including the negligence of CARA) to the Athlete, or to any other party, including the personal representatives and assigns of the Athlete in the event of the Athlete's death, for any loss, claims or damages arising from an injury to or death of the Athlete or injury to or death of any other person resulting, directly or indirectly, from any activity undertaken by the Athlete pursuant to this Agreement.
- d. Agrees to indemnify and hold harmless CARA and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages and expenses which CARA may suffer or incur as a result, directly or indirectly, of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification shall survive any termination or expiry of this Agreement.

6. **Entire Agreement**

In this Agreement, the term "Agreement" shall mean this document together with all the Schedules attached hereto and the additional Documents identified below. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements,



understandings and discussions, whether oral or written, and there are no other warranties, agreements or representations between the parties except as expressly set forth herein.

The following Schedules are attached hereto and form an integral part of this Agreement:

- Schedule “A” - the list of all CARA’s insurance policies covering the Athlete
- Schedule “B” - the CARA Doping Control Policy and program
- Schedule “C” - Sponsorship and Commercial Activities
- Schedule “D” – RCA Appeal Policy and Procedure
- Schedule “E” – RCA National Team Selection Policy
- Schedule “F” – Maintenance Card Program

The following Documents are either available upon request or on the internet or have been previously distributed to the Athlete. In either event, they form an integral part of this Agreement.

- Guide to Drug-free Sport from the Canadian Centre for Ethics in Sport
- FISA Doping Control Policy
- IOC Doping Control Policy
- The Athlete Handbook
- RCA’s Rules and Code of Conduct for National Team

7. Notice

Any notice, report, direction, request or other documentation required or permitted to be given to any party hereto shall be in writing and shall be given by personal delivery at the work place or by personal service, facsimile, or by mailing by prepaid mail addressed as follows:

To: CARA at #100 – 4636 Elk Lake Drive,
Victoria, BC, V8Z 5M1
Fax.: (250) 361-4211

To: Athlete at (list address): _____

_____ Phone: _____ Mobile: _____

Either party may, by notice in writing, advise of a new address for notice, which shall then be used by the party to whom it is addressed. Any notice, report, direction, request or other document delivered personally, or by facsimile in accordance herewith shall be deemed to have been received by and given to the addressee on the day of delivery of transmission. Any notice, report, direction, request or other document mailed as aforesaid shall be deemed to have been received by and given to the addressee on the third (3rd) business day following the date of mailing, provided that for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

Time is of the essence in this Agreement.

8. Survival



If this Agreement or any part hereof expires or is terminated for any reason, paragraph 6 and Sections 1 and 2 of Schedule “C” shall survive any such expiry or termination and shall continue to have full force and effect, as shall any other provision of this Agreement that by its nature or by implication was intended to continue to have effect after any termination or expiry of this Agreement.

9. Proper Law and Forum for Disputes

This Agreement shall be governed by and interpreted in accordance with the laws of this Province of Ontario and the laws of Canada applicable therein.

10. Younger Athletes

If the Athlete has not reached the age of legal majority, the Athlete’s Parent or Legal Guardian has joined this Agreement as a party for the purpose of consenting to the Athlete being a member of CARA and agreeing to be bound by this Agreement.

The Athlete specifically acknowledges and agrees that the obligations outlined in 2 and 3 above will apply with necessary modification as determined by CARA from time to time in its sole discretion.

11. Independent Legal Advice

The Athlete confirms that it has been recommended to the Athlete that the Athlete consult a solicitor and obtain independent legal advice prior to the execution of this legal contract. The Athlete confirms to CARA that (a) he or she has obtained independent legal advice, or in the alternative, (b) that he or she has voluntarily declined to seek independent legal advice despite being given every opportunity to do so. The Athlete confirms that he or she has signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

12. General

If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of public policy, all other provisions of this Agreement shall remain in force.

This Agreement shall binding upon and enure to the benefit of the parties hereto, their respective heirs, executors, administrators and permitted assigns.

Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa, and words importing persons shall include companies, corporations, partnership, syndicates, trust and any number of aggregate of person.

13. Athlete Declaration

I hereby declare that in return for any financial assistance provided by the Sport Canada Athlete Assistance Program, I undertake to fulfill all commitments and responsibilities outlined in the booklet *Athlete Assistance Program Policies, Procedures and Guidelines* and this 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 on the withdrawal/change of status date.

IN WITNESS WHEREOF this Agreement has been executed.

CANADIAN AMATEUR ROWING
ASSOCIATION

Per:

Name:

Position:

Authorized signing officer

Athlete Witness (please print name and date)

By: _____
Athlete/Guardian (please print name)

Athlete Witness (please sign)

Athlete/Guardian (please sign)



SCHEDULE ("A")

All athletes who are selected to be a participant on a National Team of Rowing Canada Aviron are provided with medical insurance coverage through The Citadel (policy number 9207251) for the period during which they are an active team member. A detailed description of the coverage provided can be obtained from the National Team Manager:

National Team Manager
Rowing Canada Aviron
#100 – 4636 Elk Lake Drive,
Victoria, BC, V8Z 5M1

Tel: (250) 361-4222 ext #3
Toll-free: 1-877-722-4769 ext #3
Fax: (250) 361-4211
parfitt@rowingcanada.org



SCHEDULE ("B")

ROWING CANADA AVIRON DOPING CONTROL POLICY

1. Position Statement

- a. Rowing Canada Aviron is unequivocally opposed to the practice of doping in sport. It is strictly forbidden under the Canadian Rules of Racing and is an offence under Article XXI of Rowing Canada Aviron's Constitution. It is an attempt to gain an advantage by cheating and brings dishonour to the individual, to the sport of rowing and to sport in general.
- b. Rowing Canada Aviron has adopted the Canadian Anti-Doping Program that is governed by the Canadian Policy Against Doping in Sport, approved by federal, provincial and territorial governments. This program:
 - recognizes the role of the World Anti-Doping Agency (WADA) in setting global standards and coordinating anti-doping worldwide; and
 - implements the mandatory and other portions of the World Anti-Doping Program, including the World Anti-Doping Code, the mandatory International Standards and the Models of Best Practice.

The Canadian Anti-Doping Program is administered by the Canadian Centre for Ethics in Sport (CCES) and Rowing Canada Aviron respects the designated authority of the CCES on all anti-doping matters.

- c. Rowing Canada Aviron also fully supports the anti-doping measures taken by the Fédération Internationale des Sociétés d'Aviron (FISA.), the International Olympic Committee (IOC) and the International Paralympic Committee (IPC) against the use of prohibited substances and prohibited methods. Rowing Canada Aviron has adopted the anti-doping rules contained in FISA's Rules of Racing and those anti-doping rules are hereby incorporated into this Doping Control Policy.

2. Scope of the Policy

- a. This policy applies to all members of Rowing Canada Aviron. Individuals in positions of leadership also have a role to play in eradicating the use of prohibited substances and methods in amateur sport. Therefore, this policy applies not only to athletes but also to coaches, medical practitioners, sport scientists and administrators who are engaged in any Rowing Canada Aviron organized or sanctioned activity, whether or not they are members of Rowing Canada Aviron. This policy also applies to members on a retroactive basis with respect to any period prior to their becoming a member of Rowing Canada Aviron.
- b. All athletes are subject to in-competition testing by the CCES and/or FISA at a competition or event in which they participate. All athletes are also subject to out-of-competition testing at any time or place, with or without advance notice, by FISA, WADA, CCES, the IOC prior to or during the Olympic Games, and the IPC during the Paralympic Games.



- c. The CCES Rules apply when management of the results of doping tests is the responsibility of the CCES and anti-doping rule violations and consequences are to be determined according to the Canadian Anti-Doping Program. The anti-doping rules in FISA's Rules of Racing apply to international-level athletes and to national-level athletes who are tested at an international event.

3. Definitions

Anti-doping rule violations are those defined by CCES and FISA. They can be found in and downloaded from the following web sites:

<http://www.cces.ca/>
<http://www.worldrowing.com>

The anti-doping rule violations include, but are not limited to:

- the presence of a prohibited substance or its metabolites or markers in an athlete's bodily specimen, even if inadvertent;
- the use or attempted use of a prohibited substance or a prohibited method;
- refusing, or failing without compelling justification, to submit to sample collection or otherwise evading sample collection;
- violation of the requirements regarding athlete availability for out-of-competition testing;
- missed tests which are declared based on reasonable rules;
- tampering, or attempting to tamper, with any part of doping control;
- possession of prohibited substances and methods by an athlete or support personnel;
- trafficking in any prohibited substance or prohibited method; and
- administration or attempted administration of a prohibited substance or prohibited method to any athlete, or assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving an anti-doping rule violation or any attempted violation.

Exceptions are allowed where a therapeutic use exemption has been granted. The conditions to meet to obtain a Therapeutic Use Exemption are defined by WADA in the International Standard for Therapeutic Use Exemptions and are contained in both the CCES and FISA rules.

4. Prohibited Substances and Methods

Prohibited substances and methods are those on the World Anti-Doping Agency's Prohibited List - International Standard, as it may exist from time-to-time. The current version of this document can be downloaded at:

http://www.cces.ca/forms/index.cfm?dsp=template&act=view3&template_id=25&lang=e

5. Anti-Doping Initiatives

- a. In support of the Canadian Anti-Doping Program Rowing Canada Aviron will:



- provide education programs to athletes and support personnel on anti-doping policy in conjunction with the CCES;
 - assist in identifying the pool of athletes subject to testing;
 - provide the CCES with accurate and reliable information on athletes' whereabouts when requested; and
 - provide information to athletes on doping-free sport, testing, anti-doping rule violations and consequences and appeal rules.
- b. CCES conducts in-competition testing at events it is requested to attend by Rowing Canada Aviron. At a minimum, Rowing Canada Aviron will request in-competition testing at its National Championships and at any Olympic and Paralympic selection trials.

6. Adverse Analytical Findings

- a. Rowing Canada Aviron's Executive Director shall be the contact person for the Association to receive the reports of any test results from the CCES. In the event that the Rowing Canada Aviron Executive Director is going to be unavailable for a period of time when test results are outstanding, he/she or the Executive Committee shall designate another staff person to receive the results and so inform the CCES.
- b. All individuals must be aware of the need for strict confidentiality with respect to any adverse analytical findings.
- c. If the CCES notifies Rowing Canada Aviron of an adverse analytical finding, the Executive Director shall:
- inform the athlete of the positive result and ensure that the athlete is fully briefed on his or her rights, the procedures for testing the "B" sample and the options available to the athlete;
 - inform the Rowing Canada Aviron President, the V-P High Performance, High Performance Director and the National Team Program coach responsible for the athlete, reminding all that confidentiality is important;
 - brief the President of Rowing Canada Aviron with such details of the matter as are available from the CCES and the athlete.
- d. The President will confer with the Executive Committee and decide, in the particular circumstances of the adverse analytical finding and the explanation provided by the athlete, whether or not to impose a provisional suspension. The general policy shall be to impose a provisional suspension when an adverse analytical finding is reported. If the Executive Committee decides to impose a provisional suspension the Executive Director will inform the athlete, the athlete's coach, the CCES, the Doping Tribunal, FISA and WADA.
- e. If the athlete elects to proceed to a hearing before the Doping Tribunal, Rowing Canada Aviron will appoint a representative to attend the hearing, normally the Executive Director.

7. Sanctions

- a. Rowing Canada Aviron will uphold and impose those penalties determined by the Doping



Tribunal for an anti-doping rule infraction.

b. The Executive Committee will decide whether it should take further action under Article XXI of the Constitution. The general policy shall be that any person who receives a penalty of two (2) or more years of ineligibility for an anti-doping rule violation under the rules of any Anti-Doping Organization as defined under the CADP:

- with respect to a first time violation, will be barred for life from participating in any regatta sanctioned by Rowing Canada Aviron, or by a Provincial Rowing Association on behalf of Rowing Canada Aviron, and will likewise be barred for life from coaching athletes to compete in any such regattas; and
- with respect to a second time violation will be suspended from membership in Rowing Canada Aviron for life.



SCHEDULE ("C")

1. Sponsorship and Commercial Activities

CARA expressly recognizes the Athlete's right to enter into personal sponsorship contracts, endorsements and business relationships subject always to the conditions and limitations set out below. The Athlete hereby:

- a. Consents to CARA using, without charge, on a world-wide basis, in any format or media the Athlete's image or likeness to promote CARA's sponsorship, licensing, advertising and marketing programs (collectively referred to as the "Marketing Programs"). With permission, CARA may use the athlete's name, nickname or other identifiable attribute (collectively referred to as "Athlete's Attributes") for the same purpose. This consent shall remain in effect until December 31, 2009.
- b. Consents to CARA using, without charge, on a world-wide basis, the Athlete's image or likeness and, with permission, the Athlete's Attributes to promote rowing competitions that are organized and/or sanctioned by CARA or rowing competitions in which CARA's members or the NRT members are participants. This consent shall remain in effect until December 31, 2009.
- c. Consents to Licensees of CARA using, on a world-wide basis, in any format or media, the Athlete's image or likeness and, with agreement, the Athlete's Attributes to promote their businesses, as defined and limited by the terms of the licensing agreements in effect with CARA. This consent shall remain in effect until December 31, 2009.
- d. Covenants that the Athlete shall not exploit his or her inclusion as a member of the NRT to the detriment of CARA. More specifically, the Athlete shall not endorse or promote, as an identifiable member of the NRT, the products, goods or services of a sponsor, supplier or supporter of the Athlete (referred to as the Athlete's "Personal Sponsors") without the permission of CARA. Nothing in this subparagraph shall prevent the Athlete, in his or her personal capacity and not as an identifiable member of the NRT, from endorsing or promoting the various products, goods and services of the Athlete's Personal Sponsors.
- e. Covenants that the Athlete shall not, when training and competing as an identifiable member of the NRT, endorse or promote the Athlete's Personal Sponsors and/or their respective products, goods and services to the detriment of CARA's Marketing Programs. Nothing in this subparagraph shall prevent the Athlete, when not competing and training as an identifiable member of the NRT, from endorsing or promoting the various products, goods and services of the Athlete's Personal Sponsors.
- f. Undertakes to not enter into any contract that conflicts with those contracts that may be entered into by CARA as part of CARA's Marketing Programs, and to give notice and consult in advance with CARA regarding any potential commercial relationship or sponsorship venture that is or may be in conflict with CARA's Marketing Programs. In every such case, the Athlete must obtain CARA's consent before proceeding. CARA's consent may be unreasonably withheld. Previously executed contracts between the Athlete and a sponsor, which are in conflict with CARA's Marketing Programs, will not be "grandfathered" into



good standing. CARA's consent to such prior contracts is required. CARA's consent, if granted, will be evidenced only by the execution of an agreement between the Athlete and CARA prior to the Athlete entering into any conflicting commercial relationship or sponsorship venture.

- g. Agrees to follow and abide by all of CARA's and FISA's rules, policies and restrictions in place from time to time regarding commercial properties, endorsements, advertising and sponsorships.

2. Arbitration of Commercial and Sponsorship Disputes

In the event any dispute arises between the parties regarding their respective obligations contained in Schedule "C" and upon which the parties cannot agree, then every such disagreement shall be dealt with by the RCA Appeal Policy and Procedure.



SCHEDULE (“D”)

ROWING CANADA AVIRON APPEAL POLICY AND PROCEDURE

INTRODUCTION

1. This document sets out the policy and procedure for appeals by all categories of member of RCA against decisions that affect them. It provides for an internal process and, in most cases, a final external process. The purpose of this Policy is to enable disputes with members to be dealt with fairly, expeditiously and affordably within RCA and without recourse to external procedures.

PRINCIPLES

2. Any member of RCA who is affected by a decision taken by RCA specifically with regard to that member by the Board, by any Committee of the Board or by any body or individual within RCA who has been delegated authority to make decisions in accordance with RCA’s constitution and governance policies, shall have the right to appeal that decision subject to the terms and conditions set out in this Policy below.
3. This Policy will apply to decisions made by RCA relating to eligibility, selection, allocation of competitive opportunities, harassment and Athlete Assistance Program (“AAP”) carding nominations.
4. For further clarity, this Policy will not apply to matters relating to:
 - a. Matters of general application such as amendments to the RCA Constitution;
 - b. Issues of budgets and budget implementation;
 - c. Employment matters or matters of operational structure or staffing or volunteer leadership opportunities;
 - d. Matters relating to regattas in Canada governed by other international organizations such as the Olympic Games, Pan American Games, World Championships and similar events;
 - e. Selection criteria, quotas, policies and procedures established by entities other than RCA;
 - f. The Athlete Assistance Program (AAP) policies and procedures established by Sport Canada;
 - g. Policy and procedures established by any other agency, association or organization external to RCA;
 - h. Infractions for doping offences, which are dealt with pursuant to the Canadian Anti-Doping Program, the Canadian Centre for Ethics in Sport, the World Anti-Doping Agency and FISA;
 - i. Disputes over competition rules;
 - j. Contractual matters between RCA and its members for which another dispute resolution process exists under the provisions of the applicable contract.
5. A decision cannot be appealed simply because a member does not like or agree with it; there must be sufficient grounds for the appeal. The possible grounds for appeal are that the individual, group or committee making the decision:



- a. Did not have authority or jurisdiction as set out in governing documents to make the decision;
 - b. Failed to follow procedures as laid out in the Constitution or approved policies of RCA;
 - c. Made a decision which was influenced by bias, bias being defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views;
 - d. Exercised its discretion for an improper purpose;
 - e. Made a decision that was grossly unreasonable or unfair.
6. The RCA shall appoint a Case Manager to oversee management and administration of appeals submitted in accordance with this Policy. The Case Manager has an overall responsibility to ensure procedural fairness is respected at all times in this Policy and to implement the Policy in a timely manner. More particularly, the Case Manager has a responsibility to:
- a. Receive appeals;
 - b. Determine if appeals lie within the jurisdiction of this Policy;
 - c. Determine if appeals are brought in a timely manner;
 - d. Determine if appeals are brought on permissible grounds;
 - e. Appoint the appeal panel to hear appeals and/or determine the preliminary questions set out in paragraph 6 (a) to (d) above;
 - f. Determine the format of the appeal hearing;
 - g. Coordinate all administrative and procedure aspects of the appeal;
 - h. Provide administrative assistance and logistical support to the appeal panel as required; and
 - i. Provide any other service or support that may be necessary to ensure a fair and timely appeal proceeding.

PROCEDURE

General

7. The following timelines shall govern this Policy. Note that “days” refers to the total number of calendar days including weekends or holidays. The Case Manager reserves the right to modify these timelines to accommodate the particular circumstances of any appeal.
8. Unless otherwise specified in this Policy, a member wishing to appeal a decision must submit a written Notice of Appeal to the Case Manager within fourteen (14) days of being notified of the decision.
9. The appeal must be accompanied by the sum of Five Hundred Dollars (\$500.00) (cash, certified cheque, bank draft or credit card). This sum shall be refunded if the appeal is upheld.
10. The member appealing a decision (the “Appellant”) will bear the onus of proof in the appeal and therefore must be able to demonstrate, on a balance of probabilities, that the Respondent to the Appeal has made an error as described in paragraph 5 above.



11. Within the appropriate time lines, the Case Manager shall in consultation with the President of RCA, appoint an appeal panel consisting of a single adjudicator to hear the appeal. In extraordinary circumstances and in the sole discretion of the Case Manager an appeal panel of three (3) persons may be appointed to hear and decide a case. In this event the Case Manager will appoint one of the appeal panel's members to serve as the Chair of the Appeal Panel and the Appeal Panel Chair shall appoint the remaining two (2) members of the Panel. Each member of the Appeal Panel shall be appointed for their independence and expertise.
12. The Case Manager will first consider whether sufficient grounds for making an appeal have been demonstrated and will reject the appeal without further consideration if it determines that the required criteria for an appeal set out in paragraph 5 have not been met. If satisfied that there are not sufficient grounds for an appeal, the parties will be notified of this decision in writing with reasons. If satisfied that there are sufficient grounds for an appeal, then a hearing will take place in accordance with the provisions of this Policy.
13. The Case Manager has the authority to establish the appeal panel's process provided that it respects the basic principles of fairness – the right to know the case to be met and the right to make a case in response. All parties are entitled to receive all material put before the appeal panel.
14. The Case Manager shall give the concerned parties at least fourteen (14) days' notice of the time and date at which the appeal is to be heard and whether the hearing will be on the basis of documentary submissions or whether it will be expanded to allow verbal submissions. In the latter case, all parties have the right to be present at the same time and to rebut information.
15. The Appeal panel is expected to render its decision within seven (7) days of receipt of the written appeal but the Case Manager may vary this time frame according to the circumstances and complexity of the matter. An exception to this is the time frame within which decisions relating to National Team selection will be rendered (see paragraph 19).
16. The appeal process is confidential involving only the parties, the Case Manager and the appeal panel. Once initiated and until a decision is released, none of the parties or the appeal panel shall disclose information relating to the appeal to any person not involved in the proceedings save and except legal counsel.
17. The decision of the appeal panel shall be final and binding upon the parties and upon all members of the RCA subject to the right of any party to seek judicial review of the appeal panel's decision pursuant to the rules of the Sport Dispute Resolution Centre of Canada (SDRCC) as amended from time to time and subject to the following limitations:
 - a. In the event that a member is successful during the process of judicial review before the SDRCC, the SDRCC Tribunal shall only have the jurisdiction to remit the matter back to RCA to correct the error identified by the SDRCC, unless this is not practicable in the circumstances or the parties agree otherwise;
 - b. The parties will execute an arbitration agreement that shall confirm the jurisdiction of the SDRCC Tribunal to decide the matter, specifically the precise decision under appeal



and the issues in dispute and shall specify other matters that the parties agree will be binding on themselves and the SDRCC Tribunal.

18. Where a decision under appeal relates to a carding matter governed by the policies and procedures of the AAP of the Federal Government, Sport Canada shall be invited as a party in the review of the appeal panel's decision before the SDRCC.

Selection to National Teams

19. Selection to National Teams may be made close to the time that the team is to depart for the regatta, allowing little time for an appeal from a selection decision to be heard or to give effect to a successful appeal. For this reason a number of individuals shall be designated in advance of any National Team selection decisions, to serve as an appeal panel if required.. The member(s) of the Appeal Panel will familiarize themselves with the published criteria by which National Team selections are to be made so as to be able to respond quickly in the event of an appeal.
20. Before appealing decisions relating to selection to National Teams a member is advised to discuss his or her concerns with the Program Coach within twenty four (24) hours of receipt of official notification of the original decision. If the matter can not be resolved, the member is advised to discuss his or her concerns with the Director of High Performance and the VP of High Performance within forty-eight (48) hours of receipt of official notification of the original decision. If discussions with the Director of High Performance and the VP of High Performance do not resolve the matter, the appeal will be heard according to the general procedures set out in this Policy, amended as follows:
 - a. Appeals from team selection decisions must be sent in writing to the Case Manager as soon as possible and no later than seventy-two (72) hours of receipt of official notification of the original decision.
 - b. The payment normally required to accompany appeals as set out in paragraph 9 above, is not required.
 - c. Considering the sensitivity of time in these appeals, the appeal panel will provide its decision on Team Selection appeals within a time frame that enables a successful appeal to be implemented, and in any case within seventy-two (72) hours of receipt of the written appeal.

Disputes Arising Under The Terms Of An Agreement With A Member, including but not limited to hosting agreements

21. The manner of resolving disputes arising under the terms of an Agreement is usually spelled out in the agreement between the parties. In cases where this is not so, RCA will agree to enter into arbitration of such disputes in accordance with the provisions of paragraphs 7 to 18 above.



SCHEDULE (“E”)

ROWING CANADA AVIRON National Team Selection Policy

Introduction

1. Under its Constitution and By-Laws, Rowing Canada Aviron (RCA) has as one of its objects the responsibility "to organize, develop and select national rowing teams to represent Canada internationally". In accordance with this object, RCA has established programs for the development of national rowing teams at the Junior, Under 23 and Senior levels, including adaptive teams. This policy statement, approved by the Board of Directors of RCA, sets out the policy governing the selection of athletes to those teams.

National Team Objective

2. The objective of the National Team is to win gold medals at the Olympic and Paralympic Games. Attendance at other international competitions is part of the development of the National Team towards achieving that objective. Winning any medal at any of these events is recognized as a considerable achievement but the objective is to win gold at the Olympic and Paralympic Games.

International Competition

3. Prior to the start of the year the National Team coaches, in consultation with and subject to the approval of the High Performance Director in consultation with the VP of High Performance, will create the high performance program for the year. This includes the international competitions to be attended and the anticipated size of the teams for those competitions having regard to the need for teams to gain international racing experience and the financial budget projected to be allocated to High Performance programs for the year.
4. The National Team Objective at the senior level is to develop a team that can be competitive in as many events as possible at the Olympic and Paralympic Games and, in intervening years, at the senior World Rowing Championships with emphasis on the Olympic events. It is the policy of RCA that, at any level, only crews judged to be competitive shall be selected to the National Team to compete at any international regatta.

Selection

5. Each year nomination and selection will be based on National Team Selection Criteria specific to the Competitions that occur in that specific year. The Selection Criteria shall be approved by the High Performance Committee and published prior to March 1 of each year.
6. The published Selection Criteria may provide for exceptions if an athlete is unable to meet any of the selection procedure requirements because of injury, illness, or other extenuating circumstances. The published Selection Criteria document will set out the conditions under which such exceptions may be granted.



Funding

7. Because RCA is dependent on outside sources for the money with which to finance High Performance programs, it may not be possible to fund the cost of attendance at all international competition. The Selection Criteria document will indicate those regattas for which it is anticipated that funding will or will not be available, with priority being given to funding the senior team's attendance at international regattas. Whatever the funding basis for a team, all members of that team will be on the same funding basis. Self-funding in no way varies the standard of competitiveness that every crew attending an international regatta must meet.
8. Any money required to be contributed by athletes and coaches must be paid to RCA before the date specified in the funding announcement or the Selection Criteria document.

Appeals

9. Once the High Performance Director has announced the composition of the National Team, any appeals against selection decisions must be made in accordance with RCA's appeals policy as it applies to National Team nomination and selection.



SCHEDULE (“F”)

ROWING CANADA AVIRON Maintenance Card Program

Introduction

Rowing Canada is committed to support mature athletes and their return to competitive rowing. The Maintenance Card Program will utilize available resources to provide some base level support to committed returning athletes.

Program Requirements

1. Athletes will have placed in the top 6 at the Olympic Games in Beijing;
 2. Athletes will develop a plan in conjunction with, and approval from, their program coaches to return to full training at their respective training centre in time for selection to the 2010 World Championship Team. If the program coach has reason to be concerned about performances from an athlete in the Maintenance Card Program, they may request a review of the respective athletes carding status to the VP High Performance or the High Performance Director.
 3. Athletes will sign an Athlete Agreement and a letter of intent each year.
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