

(September 2020)

**CANADIAN WATER POLO ASSOCIATION
2020-2021 "Senior National Team" Athlete Agreement**

BETWEEN:

THE CANADIAN WATER POLO ASSOCIATION INC
conducting business as Water Polo Canada
having its National Office at
1A-1084 Kenaston Street
Ottawa, Ontario, K1B 3P5

Hereinafter referred to as "WPC."

AND:

residing at _____

Hereinafter referred to as the "Athlete".

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

WHEREAS WPC is recognized by Aquatics Canada (AC) and Sport Canada as the sole National Federation governing the sport of water polo in Canada.

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

WHEREAS the Sport Canada Athlete Assistance Program (AAP) requires these rights and obligations to be stated in a written agreement to be signed by WPC and the Athlete who applies for assistance under the AAP.

AND WHEREAS AC requires that WPC certify the eligibility of the Athlete to compete as a member in good standing.

NOW THEREFORE the parties agree to the following:

1. WPC OBLIGATIONS

- a) WPC will organize, select and operate teams of Athletes, coaches and other necessary support staff (a "National Team") to represent Canada in the sport of water polo throughout the world.
- b) WPC must communicate with athletes both orally and in writing in the language of their choice (French or English).
- c) WPC will select members for all National Teams in a manner that conforms to the generally accepted principles of natural justice and procedural fairness.
- d) WPC will organize programs and provide funding for the development and provision of coaching expertise,

officials and training centers' in Canada in the sport of water polo in accordance with the budget of WPC.

- e) WPC will provide general membership and National Team Athlete insurance coverage to the athlete for domestic and international, training camps and competitions.
- f) WPC will provide the Athlete selected to be a member of the National Team with the National Team uniform.
- g) Upon joining the national team program, the athletes shall be provided risk management details and the process and procedure for complaints, infractions and possible sanctions. In addition to concerns regarding discipline or doping infractions and appeals shall be referred to as WPC policies & procedures found at www.waterpolo.ca in the "About Us" website section.
- h) To publish the criteria and selection process for all national teams at least three months before the selection for any particular team and at least eight months before the selection of major games teams (e.g., Olympic, Commonwealth, Pan American, Fédération internationale du sport universitaire (FISU) and World Championship Teams, refer to [2020-21 WPC Senior National Team Selection Criteria & Process](#).
- i) WPC will provide a hearing and appeal procedure with respect to any dispute the Athlete may have with WPC, other than those related to the Athlete Assistance program, which procedure shall conform to the generally accepted principles of natural justice and due process, which may include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC), 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. Refer to [2020-21 WPC Senior National Team Selection Criteria & Process](#) and WPC Appeal policy in addition to ADR. The athletes are encouraged to utilize the Appeal procedures as noted above, in the following order:
 - i. National Team Selection Appeal procedure
 - ii. WPC Appeal Policy
 - iii. SDRCC (ADR) as outlined below.

www.waterpolo.ca in the "About Us" website section.

ALTERNATIVE DISPUTE RESOLUTION (ADR) POLICY

Preamble

Water Polo Canada supports the principles of Alternative Dispute Resolution (ADR) and is committed to the techniques of mediation and arbitration as effective ways to resolve disputes with its members, and avoid the harm of litigation.

Mediation

Opportunities for mediation may be pursued at any point in a dispute where it is appropriate and where the disputing parties agree that such a course of action would be mutually beneficial.

Legal Action

Arbitration

In the event that a dispute persists after internal avenues of decision-making, appeals and/or mediation have been exhausted; opportunities for arbitration may be pursued.

Where the continuing dispute relates to the appeal panel having made a decision which was outside its jurisdiction, having failed to follow proper procedures, or having made a decision which was influenced by bias, such a dispute may be dealt with through binding arbitration before an independent arbitrator who is acceptable to the parties in the dispute.

No action or other legal proceeding shall be commenced against Water Polo Canada in respect of a

dispute, unless Water Polo Canada has failed to participate in arbitration in accordance with this policy.

- j) WPC will provide all national team athletes, coaches, managers and staff with an annual drug education workshop in conjunction with the CCES. All national team athletes shall be provided annual drug classification documents and updates as new information is acquired, and Doping Control Procedures – Athletes Guide for CCES (and FINA if available), including a list of possible sanctions for positive doping tests. All pertinent rules and regulations may be found at www.cces.ca and www.waterpolo.ca in the “About Us” website section.
- k) WPC will complete evaluations of National Team programs and staff members on an annual basis by October 1st.
- l) Athletes and/or their parents (if under age 18) will have written advance notice of the costs and revisions of such for their annual program, a minimum of three (3) months prior to the program start date.
- m) National team athletes shall be provided with documented training and annual competition plans, along with ongoing performance feedback.
- n) WPC will publish procedure and criteria for the selection of Athletes to the Athlete Assistance Program (AAP) ten (10) months prior to the commencement of the AAP eligibility annual cycle (November 1 to October 31), as documented in the WPC Senior National Team Selection Criteria & Process.
- o) WPC will nominate all eligible Athletes for the AAP and thereafter ensure Athletes receive all the benefits and AAP policies and procedures documents, to which they are entitled.
- p) WPC will provide the procedure and criteria for selection of athletes (Athlete Assistance program and National Team Selection Criteria Policies and Procedures Manual) to all traveling teams prior to the selection for any particular team at least three (3) months before selection, and at least eight (8) months for all major games teams i.e. Olympic Games, Olympic and World Qualification Tournaments, World Championships and Pan Am Games, in advance where possible. As noted at www.waterpolo.ca in the “About Us” website section.
- q) WPC will provide for a representative elected by the Athletes (2 x Men’s rep and 2 x Women’s rep) to sit as voting members on the WPC Athlete Council.

2. ATHLETE'S OBLIGATIONS

The Athlete agrees to comply with all reasonable directions given to him or her by WPC and without limiting the generality of the foregoing agrees:

- a) To follow the annual training and competitive program as provided by the National Team Head Coach, recognizing the responsibilities and authority of the Coach in coaching-related decisions.
- b) The Athlete shall avoid living in an environment which is not conducive to high performance achievements or taking any deliberate action involving significant risks to the Athlete's ability to perform or which limits the Athlete's performance.
- c) To provide the National Team Head Coach with training logs when requested, in order for the Head Coach to monitor the athlete's training program during a de-centralized or centralized program including the completing of any online Athlete Monitoring Platform used by WPC.
- d) To pay all applicable athlete contributions as per the proposed budget plans and revisions set by WPC,

according to the scheduled due dates for such payments.

- e) To participate in all monitoring and testing programs and to satisfy the objectives of all tests established for the team.
- f) To participate, if selected, in training and competition events as described below, which involves specific and advance details of the plan being shared by WPC, prior to full commitment by the athlete in question:
 - i. Major events: Olympic Games, Olympic and World Qualification Tournaments, World Championships, Pan Am Games and other events as decided by WPC.
 - ii. Domestic Events (minimum requirements): Provincial and National Club Championships.
 - iii. Planned Events/Competitions: selected by the National Team Head Coach and WPC.
 - iv. Planned National Team Training Camps.
 - v. Relocation to a centralized National Team Training Centre.
- g) To comply with WPC's Professional Player Protocol as per Annex A.
- h) To notify the National Team Head Coach in writing, of any injury or other legitimate reason, which will prevent the Athlete from participating in an upcoming event or training camp.
- i) To wear uniforms and equipment while training, traveling, representing or competing as part of the team of WPC, AC and or COC as described in 1. f).
- j) In the event of other equipment purchases, to coordinate through Water Polo Canada Team Staff so as not to conflict with exclusive Water Polo Canada National Team agreements.
- k) To avoid any action, activities or conduct with WPC or externally which could reasonably be expected to significantly disrupt or interfere with a competition, the preparation of any Athlete for a competition or generally the overall image or reputation of WPC, AC or COC.
- l) To avoid public critiques of WPC, AC, COC and other relevant National Team partners through various forms of communication ie: social media, etc.
- m) To utilize the WPC Athletes Council forum, to deal with National Team member questions, concerns and complaints.
- n) To inform WPC of any criminal convictions or pending criminal charges. The Executive Director or President of Water Polo Canada may prohibit an athlete from participating with the National Team pending a review meeting of the Board of Directors to determine the severity of the charges or convictions against the Athlete.
- o) To submit to a criminal background check at the request of WPC.
- p) To avoid the use of banned substances which are in contravention of the rules of the IOC, FINA, and Sport Canada (CCES) policy, and submit to, without prior warning, unannounced doping control tests in addition to other prior notice tests and to doping control testing upon request by WPC, Sport Canada, Canadian Centre for Ethics in Sport (CCES) and FINA, or other authority designated to do so by WPC (Anti-Doping Policy). Complete the CCES on line anti-doping education course True Clean Sport 101 and the Sport Canada Athlete Assistance module at the beginning of each new carding cycle. Failure to do so will result in AAP payments being suspended until requirements are completed.
- q) Avoid the usage or possession of any banned substances as described by the World Anti- Doping Agency 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) To participate as may be requested by WPC in any doping control education program as formulated by WPC in co-operation with Sport Canada and the CCES.
- s) To utilize the hearing and appeal procedure referred to in section 1, for remedy of complaints and issues especially where the situation involves the conduct or performance of WPC employed staff or coaches in addition to the Coaches of Canada Code of Ethics.
- t) To make reasonable ongoing efforts to further personal development whether this be work related or educational.
- u) To avoid participating in all competitions where Federal Government Sport Policy and the policies of WPC have determined that such participation is not permitted.
- v) Participate in sport-related, non-commercial promotional activities on behalf of WPC's National Team program. WPC usually makes such requests for participation and arranges the activities, and will confirm the arrangements with the athlete(s) in question.
- w) 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.
- x) To 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.

3. WAIVER OF LIABILITY

It is understood and agreed that WPC shall not be liable for injury or loss occasioned to the Athlete howsoever caused, whether such loss or injury is occasioned to the Athlete while traveling or staying with the team or engaged in team training or competition, nor shall WPC be responsible for any damages or losses caused by the Athlete during the aforesaid times and the Athlete agrees to indemnify and hold harmless WPC from any claims or demands in respect of such loss or damage.

4. ENDORSEMENT RIGHTS

The Athlete grants to WPC the right to use the name, likeness, photograph, image, sketch, voice, video-taped image and/or voice, radio broadcast voice, signature, endorsement and performance record (herein called "personal identifications") of the Athlete for promotional purposes. For the purpose of raising revenues to support WPC's objectives, the Athlete shall not unreasonably withhold approval of the use of such personal identifications and the Athlete's compensation shall be a result of negotiations in good faith between WPC and the Athlete.

The WPC will consult the Athlete prior to granting or assigning those rights to any persons, corporations or parties.

The Athlete agrees to assist and co-operate with WPC in fulfilling any obligations it may incur in agreements entered into respecting rights granted hereof and without limiting the generality of the foregoing agrees:

- i. To make promotional appearances at all reasonable times directed by WPC.
- ii. To attend, at all reasonable times, such photographic sessions, as well as television and radio commercial production sessions, as WPC may direct.
- iii. To participate in reasonable non-commercial promotional activities as may be requested by Sport Canada on behalf of the Government of Canada, where the arrangements for such activities are made through WPC and are not for more than the equivalent of two working days for any individual Athlete unless incremental compensation is arranged and agreed to by the Athlete.

5. DEFAULT OF AGREEMENT

Where one of the parties hereto is of the opinion that the other party has failed to conform to its obligations under this Agreement, it shall forthwith:

- a) Notify that party, in writing, of the alleged default.
- b) Confirmation of next steps as per WPC policy.
- c) Where the party initiating the notice, is of the opinion that the other party has not remedied the situation, a complaint could be filed through the hearing and appeal procedure referred to in WPC's Policies and Procedures.
- d) In the situation where the athlete and WPC cannot agree to terms, then it may be required to utilize the services of the Sport Dispute Resolution Centre of Canada.

6. DISMISSAL FROM THE SENIOR NATIONAL TEAM TALENT POOL

In collaboration with Senior National Team Head Coach, the HPD and the Executive Director may remove an athlete from the SNTTP where the athlete:

- a) Is unable to meet performance expectations;
- b) Is unable to meet minimum physical standards
- c) Is unable to demonstrate progress since the beginning of the 2020-2021 season
- d) Is unable to perform due to injury, illness, or for other medical reasons, as determined by Water Polo Canada's Medical Team (Team Doctor & Physiotherapist)
- e) Violated the Water Polo Canada Code of Conduct and Disciplinary Procedure (found at: <http://www.waterpolo.ca/policies.aspx>)
- f) Exhibits any conduct that is detrimental to the image of the National Team Program;
- g) Voluntarily withdraws/retires;
- h) Commits fraudulent misrepresentation
- i) Fails to uphold the WPC Athlete Agreement

7. SPORT CANADA ATHLETE ASSISTANCE PROGRAM (AAP) COMMITMENT

By accepting Sport Canada Athlete Assistance (AAP) support I understand that I am making a commitment from November 1st – October 31st for the respective carding year in question.

I hereby declare that in return for any financial assistance provided by the Sport Canada Athlete Assistance Program (AAP), I undertake to fulfill all commitments and responsibilities outlined in the booklet Athlete Assistance Program Policies and Procedures 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.

8. NATIONAL TEAM COMMITMENT

By accepting selection to WPC's National Team program, I understand that I am making a commitment from September 1st to August 31st, for the program year in question.

I hereby declare to fulfill all commitments and responsibilities outlined in this Athlete/NSO Agreement and Procedures and if at such time will inform the National Team Head Coach if I choose not to.

9. DURATION OF AGREEMENT

This Agreement comes into force on September 1st to October 31st.

AGREEMENT made this ___ day of the month _____ and year of _____.

WITNESS

CANADIAN WATER POLO ASSOCIATION INC

WITNESS

ATHLETE

WITNESS

PARENT or GUARDIAN
(if Athlete under 18 years of age)

ANNEX A
- PROFESSIONAL PLAYER PROTOCOL -

PREAMBLE:

The objective of this document is provide support and guidelines for all nationally recognized athletes to further facilitate the coordination and integration of athletes playing professionally in Europe and in other countries in the world. This professional player protocol will ensure that any contracts undertaken by an athlete will be aligned nicely with Water Polo Canada's (WPC's) overall High Performance Plan for the applicable National Team Program

In order to continually promote transparency and to ensure that any legal ramifications can be dealt with accordingly it is critical that all athletes who are expecting to negotiate professional contracts follow the details present within this document.

1. WPC OBLIGATIONS

- a) Aligned with the overall High Performance Plan WPC will provide opportunities for athletes seeking to play professionally when applicable.
- b) WPC will work with the Senior National Team Head Coach (SNT-HC) while utilizing international contacts to gain the best possible contract for the athlete.
- c) WPC will mitigate any negotiations that will be taken place between the athlete, the professional club and/or the agent if applicable.
- d) Should any conflicts arise, WPC will ensure that the best interest of the athlete and WPC are factored into any decision being taken.
- e) WPC will provide the athlete with any and all required documentation in order to complete the chosen contract with the professional club.
- f) All documentation provided by the athlete, professional club and/or agent during this process will be kept confidential by Water Polo Canada (WPC), the High Performance Director (HPD) and the Senior National Team Head Coach (SNT-HC).

2. ATHLETE OBLIGATIONS

- a) The athlete must inform WPC's HPD and SNT-HC in advance of any negotiations taking place between them, the professional club and/or the agent in applicable.
 - a. Athlete must discuss in advance the preferred plan and destination
 - b. Athlete must provide a copy of the draft contract terms
- b) The athlete will require a letter of release from WPC before any formal contract may be signed with a professional club, failure to do so would result in the athlete to be in bad standing with WPC.
- c) The athlete will adhere to all of the criteria in Section 2 "*Athlete Obligations*" of the Canadian Senior National Team Athlete Agreement and in Section 3.3 "*Other considerations for AAP carding nominations*" of the WPC AAP Criteria.