

# **NATIONAL CROSS-COUNTRY SKI TEAMS**

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**Athlete Handbook  
2018-19**



**CROSS COUNTRY**  
**SKI**  
**DE FOND**



Welcome!

The Athlete Handbook provides key information for National Ski Team (NST) and Para-Nordic National Ski Team (PNST) skiers. As a NST/PNST member, the athlete is obliged to read, understand and abide by any directions in the Handbook. If the athlete is unclear about any of the information, they are to contact their coach or Cross Country ski de fond Canada (CCC) personnel for clarification.

The Handbook includes a summary section that highlights key information and a set of appendices. It is important the athlete reads and understands all the material. Model agreements provided in appendices are samples only and are not warranted to be comprehensive or legally binding. CCC recommends that athletes entering into significant agreements seek independent legal advice.

Every effort has been taken to ensure the information here is the most current. This Handbook may be updated from time to time and such amendments will be forwarded to the NST/PNST athletes.

We wish all athletes the best in the upcoming season and look forward to helping them succeed.



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**1. WELCOME TO THE NATIONAL SKI TEAM (NST/PNST) PROGRAM**

1.1 As an athlete in the NST/PNST program, the main Cross Country ski de fond Canada (CCC) contact will be with the coaches: Ivan Babikov and Louis Bouchard (NST Team Coaches); and Robin McKeever (Para-Nordic National Team Coach). At times athletes will have to contact the CCC office.

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**Cross Country ski de fond Canada Personnel**

Name	Position	Location	Phone	Email
Shane Pearsall	Chief Executive Officer	Canmore	403-678-6791 x38	<a href="mailto:spearsall@cccski.com">spearsall@cccski.com</a>
Jamie Coatsworth	Chair, Board of Directors	Toronto	416-486-0825	<a href="mailto:Jamie.coatsworth@gmail.com">Jamie.coatsworth@gmail.com</a>
TBD	High Performance Director (HPD)	Canmore	403-678-6791 x37	
Megan Begley	Manager, Operations and Strategic Development	Canmore	403 678-6791 x45	<a href="mailto:mbegley@cccski.com">mbegley@cccski.com</a>
Cindy Chetley	Athlete Services Coordinator (ASC)	Canmore	403-678-6791 x32	<a href="mailto:cchetley@cccski.com">cchetley@cccski.com</a>
Martine Grenon-Lafontaine	Manager of Communications and Marketing (MCM)	Canmore	403-678-6791 x33	<a href="mailto:mgrenonzilligen@cccski.com">mgrenonzilligen@cccski.com</a>
Dave Dyer	Director of Events Management (DEM)	Ottawa	613-445-3527	<a href="mailto:ddyer@cccski.com">ddyer@cccski.com</a>
Stéphane Barrette	Director of Coach and Athlete Development (DCAD)	Montreal	514-684-4453	<a href="mailto:sbarrette@cccski.com">sbarrette@cccski.com</a>
Mike Edwards	Director High Performance – Para-Nordic	Canmore	403-678-6791 x35	<a href="mailto:medwards@cccski.com">medwards@cccski.com</a>
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Stefan Armstrong	Manager of Accounting	Canmore	403-678-6791 x31	<a href="mailto:stefan@armstrongglen.ca">stefan@armstrongglen.ca</a>
Kate Boyd	Athlete Development Coach & Coordinator - Para-Nordic	Canmore	403-678-6791 x43	<a href="mailto:kboyd@cccski.com">kboyd@cccski.com</a>
TBA	Office Administrator	Canmore	403-678-6791 x36	<a href="mailto:info@cccski.com">info@cccski.com</a>
Cathy Harris	Coach and Athlete Development Coordinator	Canmore	403-678-6791 x41	<a href="mailto:charris@cccski.com">charris@cccski.com</a>

### Technical & Integrated Support Teams

Yves Bilodeau	NST Head Technician
Joel Jaques	World Cup Team Manager and Technical Services Coordinator
Simon Boisvert	Technician
Lee Churchill	Technician
Miha Plahutnik	Technician
Nicola Bonetti	Technician
Dr. Andy Reed	NST Physician Canmore
Dr. Mireille Belzille	NST Physician Quebec
TBA	Exercise Physiology – IST Lead Calgary
François Billaut	Exercise Physiology Quebec City
Stephen Waterreus	Massage
Jodi Perras	Massage
Shayne Hutchins	Osteopathy
Anna Aylwin	Strength & Conditioning Canmore
Charles Castonguay	Strength & Conditioning Quebec City
Alayne Hing	Mental Performance Specialist Canmore
Kelly Drager	Nutrition
John Flood	Physiotherapy

#### PNST

Ian Daffern	PNST Head Technician
Bruce Johnson	PNST Technician
Laurent Roux	PNST Technician
Dr. Andy Reed	PNST Physician
John Coleman	Mental Performance Specialist
Jessica Kyski	Exercise Physiology
Shane Munro	Medical Coordinator/Physiotherapy
Joanne Tosh	Massage
Mavis Wahl-Leblanc	Massage
Dr. Murray Heber	Chiropractic
Anna Aylwin	Strength & Conditioning Canmore
Kelly Drager	Nutrition

### Able Bodied High Performance Committee (HPC) 2018-19

Name	Position	Email
TBD	High Performance Director	
Dave Dyer	Events Management Director	<a href="mailto:ddyer@cccski.com">ddyer@cccski.com</a>
Stéphane Barrette	Coach and Athlete Development Director	<a href="mailto:sbarrette@cccski.com">sbarrette@cccski.com</a>
Maureen Kershaw	Ontario Representative	<a href="mailto:mMaureen.kershaw@ontario.ca">mMaureen.kershaw@ontario.ca</a>
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Jean-Baptiste Bertrand	NB, NS, PEI, NL Representative	<a href="mailto:coortech@skidefondquebec.ca">coortech@skidefondquebec.ca</a>
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Ivan Babikov	WC NST Coach	<a href="mailto:ibabikov@cccski.com">ibabikov@cccski.com</a>
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Mike Edwards	High Performance Director – PN (ex-officio)	<a href="mailto:medwards@cccski.com">medwards@cccski.com</a>
Shane Pearsall	CEO (ex-officio)	<a href="mailto:spearsall@cccski.com">spearsall@cccski.com</a>
Jamie Coatsworth	CCC Board Chair (ex-officio)	<a href="mailto:jamie.coatsworth@gmail.com">jamie.coatsworth@gmail.com</a>

### Para Nordic High Performance Committee (HPC) 2018-19

Name	Position	Email
Shane Pearsall	CCC Chief Executive Officer	<a href="mailto:spearsall@cccski.com">spearsall@cccski.com</a>
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## 2. THE SUPPLIER POOL

- 2.1 CCC operates an official supplier pool program which provides the NST/PNST athletes, coaches and support staff with equipment, clothing and services and provides CCC with finances to help offset the expenses of running the National Team program. There are hard good (skis, poles, etc.) and soft good (uniforms, hats, etc.) suppliers. The Manager of Communications and Marketing (MCM) coordinates the supplier pool contracts and terms. The Athlete Services Coordinator and the Technical Services Coordinator manage the execution of the supplier pool contracts (i.e. ordering goods, communicating with suppliers and executing the terms of each contract).
- 2.2 NST/PNST members, coaching staff and others involved in the NST/PNST program will only use, wear and promote exclusively, as applicable, products from the supplier pool program when engaged in any activities of the NST/PNST including, but not limited to, training, practices, competition, competition-day warm-ups, opening and closing ceremonies, receiving awards, travel, media events and other applicable times when being identified as a member of the NST/PNST in accordance with this document and the CCC *Athlete Agreement*.
- 2.3 Separate service agreements will be arranged within each industry category by CCC. Please respect the support the sponsor or supplier has provided and inform the ASC or TSC immediately of any pending changes. Some sponsors may use team photos and their support of the athlete in promotional activities leading into the next season. The sooner the sponsor is informed of a pending change the easier it is for the supplier to make the appropriate changes in their promotional strategy. This may include the support of other athletes, teams or programs. Sponsor or contract changes should be avoided after September 1, as this can create confusion, additional work and limits the feasibility of meeting contractual obligations to suppliers.

## 3. MARKETING AND SPONSORSHIP POLICY

### CCC's Marketing Program

- 3.1 CCC's marketing program (defined as any sponsorship, licensing, advertising, public relations, promotion of sanctioned or non-sanctioned events, youth programs and marketing programs) is designed to elevate the profile of the sport of cross-country skiing and CCC programs, enhance the image of the team, and raise funds through corporate and private donations. Funds received through the marketing program are used to offset the costs of existing programs or to finance new team and CCC programs. In return, corporate and private donors often receive an agreed-to list of benefits.
- 3.2 As a NST/PNST member, it is the athlete's responsibility to assist with the execution of CCC's marketing program, help promote a sponsor services, product or sponsored program. This assistance will be coordinated through the NST/PNST coaches, the ASC and the MCM.

### Athlete Attributes

3.3 Athlete Attributes are defined as an athlete's image, name, nickname, likeness or other identifiable attribute, which can be linked to the athlete. As outlined in the *Athlete Agreement*, as a member of the NST/PNST the athlete consents to CCC and any sponsor or licensee of CCC using their Athlete Attributes for promotional purposes.

### Sponsorship and Endorsement Agreements

3.4 As a member of the NST/PNST, the athlete agrees:

- not to grant any person or entity an exclusive license to use their Attributes which would conflict with the CCC marketing programs
- not to endorse or promote, the products, goods or services of a sponsor, supplier or supporter not in a contractual relationship with CCC when the athlete is an identifiable member of the NST/PNST engaged in any activities of the NST/PNST, including but not limited to: training, competition, all ceremonies, travel, media events and other applicable times when being identified as a member of the NST/PNST, except as allowed in the CCC *Athlete Clothing Policy* and if it doesn't conflict with any CCC sponsors, supplier or supporter.

3.5 To ensure the protection and longevity of CCC sponsors, suppliers and supporters, **the athlete agrees not to enter into any contract or sponsorship venture without obtaining CCC's consent.** CCC will provide consent by way of written agreement or documented email exchange between the athlete and CCC.

### FIS Guidelines

3.6 Technical specifications about the size, form and number of commercial markings on clothing are decided and published each spring by FIS for the following competition season. FIS regulations restrict the number of markings for FIS World Cup and World Championship competitions. No personal or corporate sponsor markings are allowed during the Olympics. Consult the MCM and see 3.11, 3.12.

### Athlete Personal Endorsement Process

3.7 CCC recognizes the athlete's right to enter into personal endorsement agreements, subject to the terms and conditions set forth in the *Athlete Agreement* and the *Athlete Handbook*.

3.8 A "personal endorsement agreement" is defined as a commercial agreement between an athlete and a corporation or an individual supporter.

3.9 The following steps must be followed for each agreement made by the athlete:

- a) Written consent from CCC is required prior to negotiations with a potential sponsor. The athlete must disclose in writing to the MCM, the name of the potential sponsor, the contact person of the sponsor, as well as the product or service to be endorsed. CCC's consent will be withheld if the product or service to be endorsed by the athlete conflicts with any of CCC's sponsorship agreements or is deemed inappropriate, for example: tobacco or alcohol.
- b) CCC is to respond to the written notice within 5 days. If consent is withheld, CCC agrees to provide reasons in writing for the decision, and the athlete is to cease all dealings with the potential.
- c) All payments from the sponsor must be made directly to CCC in trust for the athlete in accordance with FIS regulations. Please see the CCC Athlete Trust Fund section of the *Athlete Handbook* for more details.
- d) Copies of signed contracts must be filed with the national office to the attention of the MCM.

3.10 Elements of a Personal Endorsement Agreement should include the following:

- Term - All personal sponsorships should; be developed for one season with an option for the athlete to renew, state the term of the contract (one year), and that the athlete will give them the first right of refusal for subsequent years.
- Clothing - Clothing will be provided by CCC. The athlete must wear NST/PNST clothing as outlined in the *Athlete Clothing Policy* and the CCC *Athlete Agreement*.

- **Conflict of Interest** - Include a statement regarding a conflict of interest with CCC suppliers and sponsors. If CCC brings on a company that conflicts with the athlete's contract, the contract will terminate following the current season.
- **Disclosure** - All personal endorsement agreements will comply with all rules established by FIS, in particular, Section 206.1 to 206.10 inclusive and Section 207 of Book II of FIS The International Ski Competition Rules, IPC, COC, IOC, CRA and CCC.
- Agreements must not interfere with the athlete's training or competition schedule or NST/PNST obligations and appearances.
- The athlete is fully responsible for servicing and implementing the contract.
- See Appendix B for a sample CCC Athlete Personal Endorsement Agreement.

### CCC Obligations associated with Athlete Personal Endorsements

3.11 CCC will provide Jr and Sr NST/PNST athletes with specified space on team clothing for use of personal sponsor marks or logos. General guidelines for these provisions are outlined below. **Full details will be outlined in the Athlete Clothing Policy in the Athlete Agreement.** All commercial marks must be approved by CCC prior to application onto any of the team uniforms. Marks must be applied via embroidery, application of rubber badge or via heat transfer in the appropriate location as listed below:

Clothing Item	Location	Maximum Total # of Marks	Maximum Size of Any Mark	Maximum Total Area for Personal Sponsor Marks	Recommended Sponsor Contribution
Toques & headbands	NA	NA	NA	NA	NA
Race suit	Collar	2	10 cm <sup>2</sup>	20 cm <sup>2</sup>	\$10,000
Warm-up jacket	TBD	3	40 cm <sup>2</sup>	90 cm <sup>2</sup>	\$7,000
Team Parka	Right sleeve	3	40 cm <sup>2</sup>	90 cm <sup>2</sup>	\$7,000
Casual / Travel jacket	Right sleeve	3	40 cm <sup>2</sup>	90 cm <sup>2</sup>	\$7,000
Training tops	Sleeve	2	30 cm <sup>2</sup>	60 cm <sup>2</sup>	\$7,000
Baseball cap	Side of hat	1	15 cm <sup>2</sup>	15 cm <sup>2</sup>	\$10,000

- 3.12 Alterations (additions of personal sponsor marks) must be coordinated through the ASC with approval from MCM. An athlete adding personal sponsor marks to CCC clothing without prior approval from the MCM may be sanctioned immediately with a fine of up to \$5,000 (no initial warning will be issued in these situations). Personal sponsor commercial marks added to the uniform will be the athlete's responsibility and at the athlete's cost.
- 3.13 Jr and Sr NST/PNST athletes are provided promotional space in their athlete biography on the CCC website for personal sponsors. This space will be provided to non-conflicting sponsors only.

## 4. PUBLIC AND PROMOTIONAL APPEARANCES

### Appearances at Sponsored or Marketing Events

4.1 To support CCC's sponsorship and supplier programs, NST/PNST athletes may be requested to appear on behalf of CCC, either individually or with other members of the NST/PNST, at sponsored activities approved by the Head Coach and MCM. Such activities may include: major announcements of sponsored teams, events or program properties; sponsor visits; sponsor receptions; or fundraising activities. As these activities generate funds for programs which benefit NST/PNST athletes, honoraria will not normally be paid.



### Team Appearances at Non-Commercial Promotional Events

- 4.2 During the year, the Team may be requested to appear in non-commercial promotional events. These may include photo shoots, media conferences, educational training sessions or Division and Club events deemed reasonable by the Head Coach and the MCM. It is in the athlete's best interest to participate in these promotional events as valuable marketing material and exposure is often generated. All such activities would be designed around the Team training schedules, generally in the off-season.
- 4.3 National Team members are also required to attend race banquets and awards ceremonies. Athletes will ensure their warm-down is scheduled so that they are on time for the awards ceremony. **If athletes do not attend the awards ceremony and prize distribution they will lose their right to receive the prize money.**

### Individual Appearances at Non-Commercial Promotional Events

- 4.4 During the season, individual athletes may be requested to appear at non-commercial promotional events. This may include the activities noted under Team Appearances, but may also include invitations to events, races or Club/Division activities. These appearances would be coordinated through the NST/PNST Coach and MCM.
- 4.5 As a general guideline, if an athlete is requested to appear in more than two such individual appearances, the athlete may request consideration for use of his/her attribute. CCC recommends a standard honorarium of \$250 - \$500 payable to the athlete's trust fund. This payment plus expenses will correspond with the level of activity requested, disruption to normal training schedules and the international ranking of the athlete as determined by CCC.

### Use of Agents

- 4.6 Where an athlete has retained the services of a third party to coordinate and manage his/her business affairs, including use of his/her attributes and/or managing his/her trust fund, the athlete must notify CCC in writing of this appointment using the form in Appendix C - *Athlete Authorization for Agent or Advisor*. A separate agreement will be required between the Association, athlete, and athlete agent in respect to managing trust funds.

## 5. ATHLETE CLOTHING POLICY

- 5.1 This policy outlines clothing responsibilities of athletes representing the Jr and Sr NST/PNST. First priority for clothing distribution will be to World Championship, World Cup and Olympic Teams. Athletes will comply with the following as related to the team the athlete has been named to:
- Athletes representing the Jr and Sr NST/PNST are expected to wear Team supplied clothing for all ski related training and competitive functions, including but not limited to; training, practices, competition, competition day warm-ups, opening and closing ceremonies, receiving awards, travel, media events and other applicable times when being identified as a member of the Jr or Sr NST/PNST or CCC. The only exceptions to this policy are at the National Championship relay/team sprint event and the Canada Winter Games events.
  - All clothing must be worn in a dignified, clean and responsible manner at all times, maintaining respect and consideration towards the public and CCC's sponsors. All supplied clothing is CCC property and CCC controls all commercial marking rights related to the clothing.
  - Alterations to clothing can only be made in cases of sizing considerations, as requested by the athlete and approved by CCC.

- d) All pieces of clothing received by any person associated with the NST/PNST (athletes and coaching staff), may not be given away until 2 years following the date of issue (i.e. clothing received in November 2017 must be kept until November 2019). Clothing and equipment is provided on a loan basis and may be required to be returned at the end of the season. If the athlete does not use the issued clothing or the sizing is incorrect, the athlete must return the clothing to CCC.
- e) The use of clothing from other international and domestic teams is prohibited.

### **Infractions of the Clothing Policy**

5.2 Infractions will result in the following monetary disciplinary sanctions to be paid within 30 days of notification unless other arrangements are made with the HPD or MCM. CCC retains the right to withhold expense reimbursements from athletes in situations where outstanding or unpaid fines exist.

- 1<sup>st</sup> offence: written warning  
Sanction: the athlete may be prohibited from participating in the next competition or CCC/NST function.
- 2<sup>nd</sup> offence: written warning  
Sanction: CCC will impose a fine of up to \$2,000.00 on the athlete and the athlete will be prohibited from participating in the next competition or CCC/NST/PNST function.
- 3<sup>rd</sup> offence: written warning  
Sanction: CCC will impose a fine of up to \$5,000.00. The athlete will not be entitled to start in the next World Cup race or equivalent level of race applicable to their status.
- 4<sup>th</sup> offence: written warning  
Sanction: Athlete will lose team status.

5.3 The infraction policy will be implemented and communicated by the DHP or MCM in coordination with the ASC. This policy is zero tolerance. This policy does not exclude further sanctions in accordance with other applicable policies or agreements. If the athlete has feedback on the uniform, please share it with the ASC so the issues can be addressed.

### **What to Wear and When**

Outlined below are guidelines for what to wear for certain events and appearances.

#### **5.4 Media conferences**

- Official Team sweater or jacket – Swix
- Dark dress pants (no jeans)
- Dress shoes (no sandals or running shoes)
- Team parka or Team casual jacket – Swix (for outside ceremonies)
- Team baseball cap if appropriate – Swix
- Competition clothing if appropriate – Swix
- Neckwear (if supplied)

#### **5.5 Banquets, receptions and PR activities with sponsors and suppliers:**

- Official Team casual or dress clothing (if supplied and appropriate)
- Clean non-faded clothing (without holes) if Team clothing not supplied
- Dress shoes (no sandals or running shoes)
- Team parka – SWIX (for outside ceremonies)
- Team baseball cap if appropriate – Swix
- Competition clothing if appropriate – Swix
- Neckwear (if supplied)

#### **5.6 Air and ground travel from airport to race site/accommodation:**

- Team parka or Team casual jacket – Swix
- Team headgear – Swix (casual toque or baseball hat)
- Official Team casual or dress clothing - (if supplied)
- Clean non-faded clothing (without holes) if Team clothing not supplied
- Team baseball cap if appropriate – Swix

**5.7 Outside opening ceremonies:**

- Team parka and warm-up pants – Swix
- Team headgear (toque, headband or baseball cap) – Swix
- Team gloves - Auclair
- Team footwear (if supplied)
- Team neckwear (if supplied)

**5.8 All competitions, warm ups, racing, and transport to and from race site:**

- Team warm-ups, race suit, parka as appropriate – SWIX
- Team gloves – Auclair
- Team neckwear (if supplied)
- Team headgear – Swix
- Team bodywear – Swix
- Team underwear / base layer – Swix
- When on the World Cup circuit with a training/racing bib – Swix jacket with CCC sponsors on sleeve and collar

**5.9 During all competitive season training:**

- Team warm-ups, race suit, parka as appropriate – Swix
- Team gloves - Auclair
- Team headgear – Swix
- Team body-wear – Swix
- Team underwear – Swix
- Team neckwear (if supplied)

**5.10 Prize ceremonies:**

- Team warm-up jacket (for indoor ceremony) or Team parka if cold – Swix
- Team warm up pants (indoor or outdoor) – Swix
- Team competition headgear or baseball cap (men's Team sponsor's logo-AltaGas, women's Team sponsor's logo-Haywood, Junior Team's sponsor's logo-TBD) – Swix
- Team gloves - Auclair
- Team underwear – Swix
- Team neckwear (if supplied)

**5.11 Dryland training:**

- Team footwear (if supplied)
- Team shorts/tights– Swix
- Team shirts – Swix
- Team jackets/vests - Swix

Equipment/Clothing regulations as specified by the FIS for World Cup competitions specifically Section 206 in the FIS ICR (2016) : [http://www.fis-ski.com/mm/Document/documentlibrary/Cross-Country/02/95/69/ICRCross-Country2016\\_clean\\_English.pdf](http://www.fis-ski.com/mm/Document/documentlibrary/Cross-Country/02/95/69/ICRCross-Country2016_clean_English.pdf)

**NOTE:** Because eyewear and straps may cover NST/PNST sponsor and supplier logos, eyewear may only be worn during prize ceremonies or media events if it does not cover or obscure any CCC, sponsor or supplier logos that exist on team uniforms. Eyewear worn in a manner that covers or obscures a CCC sponsor or supplier logo will be considered an infraction of the clothing policy and sanctions will be imposed.

An athlete may receive a different protocol prior to any appearance, based upon requirements, or the addition of new sponsors.

## 6. CODE OF CONDUCT and NORMS OF BEHAVIOUR

- 6.1 Athletes will comply with the *Cross Country ski de fond Canada Code of Conduct and Ethics Policy* (available on the CCC website for review), and *CCC Norms of Behaviour*  
<http://www.cccski.com/getmedia/53dc3c91-c25c-42b1-bc22-2d4aeba3897f/20CCCCodeofConductandEthicsPolicy.pdf.aspx> <http://www.cccski.com/About/Policies--Procedures/Policies/1-1-Norms-of-Behaviour.aspx>
- 6.2 Enforcement of the *Cross Country ski de fond Canada Code of Conduct and Ethics Policy* and the *CCC Norms of Behaviour* is the responsibility of the Team Leader or the NST/PNST coach directly responsible for that specific team. Prior to the imposition of any discipline sanction, the Team Leader or the NST/PNST coach will meet with, hear, and consider the Athlete's version of events. In a case where there is a conflict between an Athlete and CCC regarding the interpretation of the *Code of Conduct and Ethics* and/or the discipline sanction imposed, the Athlete has recourse to the *Cross Country ski de fond Canada Dispute Resolution and Appeal Policy*.
- 6.3 Infractions of *Cross Country ski de fond Canada Code of Conduct and Ethics Policy* will result in the imposition of disciplinary sanctions that are reasonable and proportionate to the conduct. Sanctions may include, but are not limited to: loss of eligibility to participate in CCC sanctioned activities on an interim or permanent basis; the withdrawal of funding from Sport Canada; loss of any further financial support for training and competition from CCC; the requirement to pay compensation for any damaged property.

## 7. PASSPORTS

- 7.1 The Athlete must ensure their passport is up to date and that the passport number, expiry date and birth date are included on the athlete information sheet to be returned to the national office. The athlete is responsible for scanning their passport and emailing a copy to the national office with their CCC *Athlete Agreement* and to keep a few copies with family in the event it is misplaced. The athlete should also carry a photocopy in case of misplacement. The athlete must also carry their passport to Canadian events if there is a possibility they will be leaving Canada afterwards. A passport is required for travel to the United States. Passports must be valid for 4 to 6 months past the return date of the trip, it is the athlete's responsibility to ensure their passport is valid for the times required by the trip destination.

## 8. TEAM VEHICLES POLICY

- 8.1 Athletes are not allowed to drive team vehicles including CCC vans, rental vans and sponsored vehicles. This policy is to reduce liability concerns associated with any major accident involving athletes. At the discretion of the coach, athletes may be given access to drive team vehicles or rental vehicles when necessary and appropriate to program delivery.

## 9. FIS LICENSES

- 9.1 It is important that the athlete check start and results lists to ensure the following information is included: for FIS events, many major CCC events and most international events, ensure the athlete's FIS license number is included (this will ensure that FIS points are recorded with FIS); for domestic events, ensure that the athlete's correct racing license number is included (FIS number if a FIS event, CCC number if only a CCC event) and that the correct Club, Team and Divisional affiliation is identified.

## 10. COACHING COURSES

10.1 CCC encourages Team members to take coaching courses to help improve their knowledge of the sport and as a possible career option upon retiring from the Team. CCC provides free access to Technical level courses and, if desired by enough athletes, a specific course can be put on in Canmore for Team members during the summer months. We will do what we can to help facilitate athletes obtaining certification and coaching experience while Team members. Contact the Director of Coaching and Athlete Development for more information.

## 11. RULES ON ROOMING ARRANGEMENTS

11.1 In NST/PNST supported situations, training camps, etc., room arrangements for National Team members will be organized by the National Team staff. The intent is that athletes room with athletes of the same sex. People external to the National Team will not be allowed use of these accommodations unless organized by the NST/PNST coach. The athlete is responsible for any costs they incur against the room. This would include phone bills, internet access, snacks, etc.

## 12. ATHLETE TRAVEL POLICY

### Travel Bookings

12.1 Travel arrangements are principally organized by the NST/PNST coaches/staff. Check with them first regarding arrangements. Canmore is considered the permanent residence for athletes and all travel arrangements will be booked on this basis. Any extra costs to travel to and from the athlete's residence will be the athlete's responsibility. Where possible, we will try to organize travel arrangements so that cost-effective travel to other locations can take place. For example, if an athlete goes on the December World Cup and wants to stop in Quebec for Christmas, travel will be organized to have a stopover in Toronto prior to returning to Calgary after Christmas (provided an over-the-pole flight is not used). That way the athlete can book a flight from Toronto to Quebec return rather than a Calgary-Quebec return flight. **These types of arrangements must be made known in writing to the coach, CCC staff or trip leader 30 days before departure.** The athlete is responsible for the difference in price.

12.2 Important points to note:

- If there are less than 30 days prior to departure, ticket changes and extra costs are the athlete's responsibility. Change fees for booked tickets are a minimum of \$100.00 plus tax
- The Athlete should always read their ticket carefully after receiving it to verify the itinerary is correct.
- Lost tickets fees are the athlete's responsibility and are usually \$100.00 to replace.
- Unused tickets must be communicated to CCC as soon as possible.
- Accommodation and other arrangements in transit and on the trip will be available from the NST/PNST coach.

### Travel Agent

12.3 Most travel is booked with Boulevard Travel. If the athlete cannot contact their coach regarding travel, contact the DHP or ASC at the CCC office via e-mail or phone.

### Baggage

12.4 It is the athlete's responsibility to be familiar with applicable airline baggage allowances and restrictions and take all reasonable steps to minimize luggage. Occasionally, excess baggage charges may be a necessary cost of traveling with required equipment. Charges for unnecessary or unreasonable excess baggage are the responsibility of the athlete. Please minimize excess baggage charges – sometimes airline staff can make special allowances.

### 13. ATHLETE EXPENSE POLICY

- 13.1 All expenses must be submitted to the ASC within 60 days of the date of purchase. Expenses submitted after this date will not be reimbursed. All receipts must be submitted along with the CCC Expense Claim form available from the ASC.
- 13.2 Reasonable expenses for Team trips/camps will be covered in accordance with CCC policy unless otherwise specified.
- 13.3 Upon approval from CCC, when a personal vehicle is needed for team travel of over 40 km, gas costs will be reimbursed to the owner at the mileage rate of \$0.45 per km.
- 13.4 Long distance phone calls, email hookups and internet cost are the athlete's responsibility. All bills are to be cleared at the hotel desk the night prior to departure. CCC will pay the fax costs of sending school assignments to a designated institution while an athlete is on a Team trip.

### 14. ATHLETE ASSISTANCE PROGRAM (AAP)

- 14.1 Sport Canada provides AAP carding depending on the number of athletes that meet the criteria for each type of card. There are two main types of card:

#### SENIOR CARDS

Awarded based on:

- International criteria to recognize outstanding performance at the World Championships or Olympic/Paralympic level
- National criteria to support athletes with proven potential to reach international criteria.

The Senior Card provides \$1500/month for one year (for the first year of eligibility the athlete receives only \$900 month called a C1 card).

#### DEVELOPMENT CARDS

Intended to help meet the development needs of younger athletes who clearly demonstrate the potential to achieve Senior Card international criteria.

The Development Card provides \$900/month for one year.

The carding criteria are coordinated each year by the HPD and are available on the CCC website under the National Team section.

- 14.2 Some tuition and deferred tuition cost assistance is available for carded athletes.
- 14.3 Athletes eligible for carding must complete and sign the application booklet each year for carding to commence. These are available through the ASC at the Canmore office.
- 14.4 Check the Sport Canada website for more information: [Sport Canada Athlete Assistance Program](#)
- 14.5 Carding acceptance may affect Canada Games eligibility. Please direct all questions to the ASC.

## 15. ATHLETE HEALTH

### Medical Insurance

- 15.1 Generally, provincial health care insurance covers illness or injury situations. For physiotherapy and massage due to injury or overuse, and some emergency medical needs the Canadian Athlete Insurance Program (CAIP) will cover a significant proportion of the cost. All NST/PNST members are covered under this program at differing levels (Gold-Bronze). It is the athlete's responsibility to complete the claim form (including doctor referral section) and submit to the insurer for reimbursement, after having the "Club" section filled out by CCC. Claim forms and In Canada and Out of Canada Booklets can be found in the Forms section of the CAIP website:  
<http://mkirsch.ca/insurance/>

**PLEASE NOTE:** Forms must be filled out completely for reimbursement, i.e. doctor's signature, nature of accident, referral from doctor for particular treatment etc. As well, original receipts must be attached to the claim. CCC must also sign all forms in the Club section. Claims must be mailed to the address on the form. Any questions should be directed to the ASC.

### Illness on trips - procedures

- 15.2 Throughout the course of participation on NST trips, should athletes become injured or have a health concern, it is the athlete's responsibility and the expectation of CCC, that any illness is brought to the attention of the coaching staff, or the Team physician as soon as possible to quickly deal with the symptoms and avoid spreading the illness to other members of the team.

When possible, the athlete will be quarantined from other team members for a specified period. The amount of time in quarantine will be established on the advisement of the Team Physician or a local doctor.

Decisions to alter the trip, associated training and travel plans due to illness will be made by the trip Head Coach on advisement from the Team Physician if applicable. When the team physician is on a trip, they will have the final authority in deciding when an athlete can return to training, competition and full integration with the team.

Athlete long-term health, appropriate recovery time and optimal performance will be the primary consideration when judging when an athlete can return to training or competition.

## 16. ANTI-DOPING

### Canadian Anti-Doping Program

- 16.1 CCC does not develop independent policies on doping, choosing rather to accept and adopt the policies developed by the Centre for Ethics in Sport as endorsed by Sport Canada.
- 16.2 CCC recognizes the role of the World Anti-Doping Agency (WADA) in setting global standards and coordinating anti-doping worldwide and implementing all portions of the World Anti-Doping Program.
- 16.3 The Canadian Anti-Doping Program is administered on behalf of WADA by the Canadian Centre for Ethics in Sport (CCES) and CCC respects the designated authority of the CCES on all anti-doping matters. CCES administers a comprehensive anti-doping program which includes robust test distribution planning to ensure the maximum deterrence by determining the most effective number of tests, both in-competition and out-of-competition, across the highest-risk sports. This includes administering the athlete whereabouts program for athletes in the Registered Testing Pool.

16.4 Current documentation on Anti-Doping rules and the latest information on the list of banned substances are available from the Centre for Ethics in Sport or from the CCC national office. CCES has an online database ([www.globaldro.com](http://www.globaldro.com)) that allows athletes to quickly and accurately find information on the status of pharmaceutical products over-the-counter medicinal products. Additional information for athletes can be found by in the Athlete Zone on the CCES website <http://cces.ca/athletezone>.

## 17. ATHLETE TRUST FUND POLICY

17.1 Money provided to the athlete by suppliers and sponsors must be deposited into their trust fund at CCC as per FIS rules. Please refer to the International Competition Rules (ICR) and in particular Section 204, 205 and 206. The most recent published version is available at the following link: [http://www.fis-ski.com/mm/Document/documentlibrary/Cross-Country/02/95/69/ICRCross-Country2016\\_clean\\_English.pdf](http://www.fis-ski.com/mm/Document/documentlibrary/Cross-Country/02/95/69/ICRCross-Country2016_clean_English.pdf)

17.2 These rules specifically protect the athletes FIS license eligibility and must be strictly adhered to.

17.3 This income is tax free until withdrawn from the athlete's trust fund. The money is kept in a general interest bearing account and is not managed as an investment portfolio. Current NST/PNST athletes can withdraw money from their trust fund for living, training and competition expenses. If the athlete starts to accumulate a reasonable amount of money in their account or leave it in for several years, it may be advisable for the athlete to deposit it in an investment account or another investment vehicle. In order to do so, the athlete will have to authorize their Agent, if they have one, or another Advisor to act on their behalf. The following points provide additional information on the management of the CCC Athlete Trust Fund:

- a) The Accounting Manager is the designated Trustee for the CCC Athlete Trust Fund.
- b) It is essential that the directions for the management of the CCC Athlete trust fund are understood and observed by all athletes and, where applicable, their Agents and/or Advisors, to ensure that individual athletes retain their amateur status and to avoid tax-related problems.
- c) For revenue coming in, please have the cheque made out to "Cross Country ski de fond Canada, in trust for the athlete's name".
- d) To request funds, a written (and signed) withdrawal request is required, detailing the amount requested, where it should be sent to, and what it is for (training/ living expenses). The *Withdrawal Request* form is at Appendix D to the *Athlete Handbook*.
- e) Records of deposits and withdrawals are kept on an individual basis. Interest earned by the CCC Athlete Trust Fund will be recorded monthly and will be prorated amongst all participating athletes on an equitable basis (usually on their month-end balance).
- f) Statements are issued to athletes upon request or on a semi-annual basis.
- g) Athlete trust funds are considered tax exempt by Revenue Canada. When money is withdrawn, it is recognized as income and an income tax return must be submitted by the athlete for that tax year.
- h) T3 forms are issued based on withdrawal totals for a tax year and Cross Country ski de fond Canada must file a return with the Federal Government at the end of each tax year.
- i) CCC does not charge any fees for administering the CCC Athlete Trust Fund.



- j) Athletes who regularly have more than \$5,000 in their trust fund may benefit by having their fund managed as an investment account or other investment vehicle. To do this, the athlete must authorize his/her Agent (if one is under contract) or another Advisor to manage the trust fund on his/her behalf. There are a number of rules that must be followed, and the onus will be on the individual to comply with Cross Country ski de fond Canada/ FIS/Revenue Canada regulations. The Agreement must be signed between the Athlete, the Advisor and CCC to establish this arrangement. The rules that govern the Agreement is in Appendix E of the *Athlete Handbook*.
- k) Supplier and sponsor contract billing can be confusing between the athlete and CCC. CCC must receive copies of all supplier/sponsor contracts as stated in 3.9. CCC will bill these parties if so requested, but the Accounting Manager must be notified of who, how much, and at what date it is to be done.
- l) Any additional questions should be addressed to the Accounting Manager.

Companies can provide athletes with sponsorship dollars and claim it as a promotional expense for income tax purposes but may not receive a charitable donation receipt. This money should be deposited into the athlete's trust account. Individuals making a direct donation to an individual athlete cannot receive a charitable donation receipt.

## 18. FURTHER FINANCIAL ASSISTANCE

18.1 The following are some financial assistance programs available to NST/PNST athletes:

- **The Canadian Ski Association's Hugh Pomeroy Memorial Fund** – For an application form and more information go to: <http://skicanadafoundation.ca/hugh-pomeroy-scholarship-information/>
- **Investors Group** - Bursaries of \$5000.00 are awarded to eligible athletes. The application and more information is on the AthletesCan website <http://www.athletescan.com/>
- **CANFUND (Canadian Athletes Now)** - The award is worth \$6000.00 and more information and application form can be found at the following link: <http://canadianathletesnow.ca/application/>
- **Other sources** - Many funding and bursary programs are available in home provinces. The athlete should contact their provincial division for more details.

18.2 Selection criteria for various funding opportunities presented to CCC will be made available to athletes upon request. CCC will nominate NST/PNST athletes for funding opportunities based on the target of the opportunity (Olympic/Paralympic vs. National athlete), past race results, future performance benchmarks, athlete's ability to meet opportunity requirements and past performances in regard to obligation fulfillment. Some examples of CCC coordinated funding opportunities:

**Petro-Canada FACE Program** - <http://olympic.ca/partners/petro-canada/petro-canada-fuelling-athlete-and-coaching-excellence-face-program/>

## 19. ATHLETE COUNSELING SERVICE

19.1 The Canadian Olympic Committee offers a free confidential counseling service for National Team members through a company specializing in this field. Call 1-800-387-4765 (English or French) to take advantage of this service available through Shepell fgi.



- 19.2 NST/PNST Athletes also have access to a Red Cross Hotline. For support, consultation, referral and resources related to suspected incidents of abuse, harassment, bullying and hazing, please call 1-866-773-5777. A trained Red Cross staff person will be available to assist with questions or concerns.
- 19.3 The Canadian Sport Centre Calgary can arrange appropriate confidential counseling. The athlete can contact their coach for more details.

## **20. WAX AND EQUIPMENT PREPARATION**

- 20.1 As a Team member, the athlete will be eligible for free ski grinds depending on their position on the Team. This is arranged through the Coordinator of Technical Services.

## **21. ROLLER SKIING**

- 21.1 Roller skiing is a sporting activity where epidemiological studies have shown that several factors contribute to the risk of injury. These include; the relative instability of the wheels, athlete's exposure to motor vehicles, a hard road surface, and the inexperience of both athletes and motorists.

In all training or race related functions where roller skis or blades are used, it is mandatory that athletes follow the *Cross-Country Ski de fond Canada Roller-Skiing Policy* located on the CCC website at <http://www.cccski.com/getmedia/92ece87e-05d8-430e-9403-94758655a923/215RollerSkiingPolicy-April2012.pdf.aspx>



## APPENDIX A

### SUPPLIER POOL INFORMATION

#### Hard Goods:

Skis	Atomic, Fischer, Rossignol, Salomon, Madhus
Boots	Atomic, Fischer, Rossignol, Salomon, Madhus, Alpina
Poles	Swix, Ski Go, Exel, KV+
Bindings	Salomon, Rottefella
Wax	Swix, Toko, Start, Vauhti, Ski Go, MasterWax

#### Soft Goods:

Gloves and Mitts	Auclair
Headgear	Swix
Casual Wear	Swix
Parkas	Swix
Rollers Skis	Elpex, Jenex V2, Swenor, Pro Ski
Ski suits, Warm-ups	Swix
Training wear	Swix
Base layer	Swix
Underwear	Swix
Compression Apparel	EC3D
Sweaters & casual toques	Swix
Heart Rate Monitors	TBD
Roto Brushes	Red Creek

#### Nutrition and Training Products:

USANA  
eload (sport drink and recovery drink)  
Probar

#### Eyewear:

Bliz Active Eyewear  
Julbo  
Zizu Optics

Pool suppliers change throughout the season as contracts expire and renew. Up to date sponsor/supplier pool information can be accessed through the Technical Services Coordinator, the ASC or the MCM

### SUPPLIER POOL EQUIPMENT TESTING

#### Selecting Equipment

Before any testing or selection of equipment, the athlete must complete the form below (APPENDIX A-1) and submit it to CCC with their signed CCC *Athlete Agreement*.

An athlete who is not under contract with a supplier can test equipment until September 1<sup>st</sup>. The athlete must contact the NST/PNST coach, then the companies to make arrangements for equipment delivery. Note there are a number of new companies interested in joining the Pool. The NST/PNST Coach can provide advice in this area, especially if there is money involved, i.e. if the supplier pays a retainer fee or bonus schedule. The athlete should have a written agreement with the company. Details are generally outlined by the company and included in an umbrella agreement between CCC and the supplier.



### **Ordering Equipment**

Equipment should be ordered at the start of the dry-land season with the athlete's coach, and if applicable, the Technical Services Coordinator. If the athlete is having difficulty obtaining equipment, they should contact their coach and the Technical Services Coordinator. Generally, suppliers will provide replacement equipment due to breakage.

### **Tips for Developing the Supplier Relationship**

- Promote it favorably at every opportunity. Provide regular feedback (in the form of postcards and letters on results, opinions of the equipment, how to improve it during the season, etc.).
- Provide information and copies of any media exposure.
- Take hard goods (skis, poles) to media interviews and medal presentations.

Appearances or additional photo shoots requested by the company should be negotiated. Normally they should cover expenses and a small per diem, i.e. an appearance at a ski show, local store, etc.

Note: Non-Team clothing cannot be worn if any reference is made to the athlete being a member of the National Team. Please keep these restrictions in mind when dealing with personal sponsors.

Photographs for promotional purposes are available from CCC. Communicate with the MCM for any photo requests.



**APPENDIX A**

**NST/PNST Athlete Equipment List**

As a member of the National Ski Team, athletes are entitled to support from the NST/PNST Supplier Pool partners. To determine the nature of the athlete's current relationships with the ski industry, please complete the charts below and submit to the ASC.

**Current Equipment - Classic**

Item	# of Pairs	Size	Brand	Are these Sponsored, pro-deal or retail purchased
Skis				
Boot				
Binding				
Poles				

**Current Equipment – Skate**

Item	# of Pairs	Size	Brand	Are these Sponsored, pro-deal or retail purchased
Skis				
Boot				
Binding				
Poles				

Comments:

Do you own a heart-rate monitor? Yes No  
 If so what model and age? \_\_\_\_\_

\_\_\_\_\_

Do you own roller skis? Yes No  
 If so what models and ages? \_\_\_\_\_

\_\_\_\_\_



## APPENDIX B

### SAMPLE - CCC ATHLETE PERSONAL ENDORSEMENT AGREEMENT

**THIS ENDORSEMENT AGREEMENT** (hereinafter referred to as "the Agreement" is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

BETWEEN:

**<name & address of sponsor>**

(hereinafter "the Sponsor")

AND:

**<name of athlete>** as a member of the Canadian National Cross-Country Ski Team, and having a principle residence in:  
address of athlete

(hereinafter "the Athlete")

**WHEREAS** Cross Country ski de fond Canada (CCC) is the National Sport Governing Body for cross-country skiing in Canada;

**AND WHEREAS** CCC organizes, selects and provides ongoing training, financial and administrative support, including maintenance of an Athlete Trust Fund, to members of Canada's National Cross-Country Ski Team (NST);

**AND WHEREAS** the Sponsor wishes to be associated with and provide financial support to the athlete in his/her pursuit of excellence on the World Cup and domestic ski circuit;

**AND WHEREAS** the Athlete is a member of the National Ski Team and desires to be associated with the Sponsor;

**AND WHEREAS** the Athlete has retained the services of **<name of agent if applicable>** (Athlete Agent) to be an agent for his/her business affairs:

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, benefits and obligations herein and subject to the terms and conditions herein, the Parties agree as follows:

#### 1. Term

The term of this Agreement shall commence on **<beginning date>** and shall continue until **<end date>**

Each contract year beginning **<beginning date as above>** is subject to the approval of **<name of sponsor>**, the Athlete and **<name of agent if applicable>**. If either party desires to discontinue this Agreement, written notice shall be provided at least 60 days prior to the start of the next contract year

#### 2. Obligations of the Athlete

- a. The Athlete grants to the sponsor the right to use the Athlete's likeness or image in Sponsor-produced promotions or advertising for the term of the contract providing the Sponsor receives prior approval of the Athlete, the **<name of agent if applicable>** and CCC.

- b. The Athlete grants to the Sponsor the right to use the following phraseology in connection with promotions or advertising:
- Proud corporate sponsor of <name of athlete>,
  - Proud to be a personal sponsor of <name of athlete>,
  - Proud to support National Ski Team member <name of athlete> in his/her pursuit of excellence,
  - Proud to support World Cup and National Team athlete <name of athlete> in his/her pursuit of excellence, and
  - Other phraseology as mutually agreed to by the Parties.

Note: The Canadian Olympic Committee will only provide COC sponsors access to Olympic marks or imagery. Sponsors of National Sport Governing Bodies or National Team Athletes are not allowed to use these images in any corporate activity.

- c. **<Outline terms of personal appearance schedule on behalf of the sponsor and any fees associated with first or subsequent appearances>** The Athlete agrees to make up to ( # ) personal appearance per year on behalf of the Sponsor during the term of this contract from the options outlined in the attached Schedule A. Subsequent appearances may be negotiated at a fee of ( \$ ) per appearance.
- d. The Sponsor agrees that all appearances are subject to the Athlete's training and competitive schedule and further agrees that failure of the Athlete to meet all personal appearance obligations does not constitute a breach of contract.
- e. **<Define typical personal appearances and obligations of athlete at appearances>** The Athlete acknowledges that personal appearances may include attendance at corporate functions at the Sponsor's place of business, media events, fund-raising activities, audio-visual presentations and training sessions. The Parties agree that where possible they will identify the elements expected of the Athlete during personal appearances in Schedule A.
- f. **<Exclusivity Clause>** It is understood that under this Agreement, the Athlete provides non-exclusive industry rights to the Sponsor.

### 3. Obligations of the Sponsor

- a. The Sponsor agrees that any promotions or advertising using the Athlete's photo, likeness or phraseology is only undertaken with the prior written approval of the Athlete, the Athlete's Agent (if applicable) and CCC. Such approvals will be provided in a timely fashion and will not be unreasonably withheld.
- b. The Sponsor agrees to provide the Athlete all corporate logos in the size and quantities as outlined in Schedule B. Sponsor marks should be provided as an embroidered badge. The Sponsor should note that the entire surface of the badge is used when complying with FIS, CCC and NST/PNST size regulations.
- c. The Sponsor agrees to cover all related travel, accommodation and out of pocket expenses incurred by the Athlete while undertaking personal appearances on behalf of the Sponsor. In addition, the Sponsor agrees to make all travel arrangements on behalf of the Athlete subject to confirmation by the Athlete and the <name of agent if applicable> prior to booking. The Sponsor understands that appropriate training and rest periods, as discussed with the Athlete, must be incorporated into all personal appearance schedules. The Athlete will provide the Sponsor's contact person receipts for all out of pocket expenses.

#### 4. Sponsorship Fees

**<Outline Fees, payment schedule, and how payments are made, to whom, etc.>**

Sponsor will pay to the Athlete's Trust Fund, on behalf of the Athlete, an amount of **<indicate yearly payment amount>** for the duration of the contract. Payments may be made on a regular schedule, negotiated with the Sponsor, and paid in advance. Makes cheques payable to "Cross Country ski de fond Canada in trust for Name of Athlete", and send to:

Cross Country ski de fond Canada  
1995 Olympic Way  
Canmore, AB T1W 2T6  
Attention: Accounting Manager

#### 5. Conflicting Sponsors

The Athlete, as a member of the National Ski Team, has certain obligations to CCC and NST/PNST sponsors. The Athlete is not allowed to enter into a sponsorship agreement that conflicts with existing CCC and NST/PNST sponsors. In the event the Association engages in an exclusive sponsorship contract after this Agreement is signed, the existing Agreement may stay in effect until the end of the term but cannot be renewed.

#### 6. First Opportunity of Renewal

The Athlete hereby provides the Sponsor first opportunity to renew their sponsorship 90 days prior to the end of the term, at a fee to be negotiated between the Sponsor and the Athlete and Agent.

#### 7. Period of Renewal

The Parties agree to initiate renewal discussions no later than 120 days prior to the end of the term. The Sponsor and Athlete agree to negotiate in good faith for a period not to exceed 30 days. If, upon completion of this 30 day period, the Parties are unable to agree on renewal, the Parties may terminate the relationship without prejudice.

#### 8. Victory Schedule

Include details of agreed to Victory Schedules, if any. A Victory Schedule is often provided by sponsors to athletes to recognize significant accomplishments in major international events. The Association encourages the Sponsor to review the Athlete's performance during the term of the contract when negotiating the renewal of the contract and to consider an appropriate recognition program.

#### 9. Failure to Perform

In the event the Athlete is unable or unwilling to meet the obligations of this Agreement the sponsor may terminate this letter agreement immediately should the athlete:

- (i) breach any of the above-noted terms or any other term of this Agreement,
- (ii) commit any act or be involved in any situation or occurrence which materially reduces the value of the Likeness and brings the athlete or the sponsor into public disrepute, or
- (iii) should there be significant negative publicity concerning the athlete;

the sponsor may terminate this letter Agreement for any reason whatsoever and at any time upon 30 days written notice to the athlete. Upon termination, the athlete will be entitled to keep grants already provided; however, no additional grants will be paid to the athlete or their family.



### **Cancellation of participation**

The athlete may terminate their participation at any time by sending a written notice at least 30 days beforehand to the sponsor. No reimbursement will be required for the amounts already paid out unless the last payment was made in the 60 days preceding receipt of a cancellation notice. Once terminated, no additional grants will be paid to the athlete.

### **10. Arbitration**

If any disagreement arises between the Athlete and the Sponsor with respect to the provisions of this Agreement, or the rights and obligations of any of them under this Agreement, such disagreement shall be submitted to arbitration by a single arbitrator pursuant to the provisions of the Alternate Dispute Resolution Program (ADR) for Amateur Sport administered by the Centre for Sport and Law. Appointment of the arbitrator shall be made by the Centre for Sport and Law in accordance with the rules of procedure of the ADR for Amateur Sport. Any award by the arbitrator under this Agreement is final and binding upon the parties and there shall be no appeal there from.

The arbitration shall take place in the City of Calgary, AB, unless otherwise agreed by all parties in writing.

No Party shall be entitled to maintain any action at law or suit in equity with respect to any matter to be submitted to arbitration pursuant to the provisions of this Agreement until any such matter shall have been referred to and decided by arbitration as herein provided.

The Laws of the Province of Alberta shall govern this contract.

### **11. Notices**

Any notice, request, direction or other communication that either party may desire, or have the right, or be obligated to give under this Agreement, will be in writing and is effective if delivered in person, sent by mail, by email, by telex or by facsimile addressed to the Party for whom it is intended at the following address:

To: <Name and Address of Athlete and/or Agent (if applicable)>

To: <Name and address of Sponsor

**Facsimile:**

**Email>**

To: Cross-Country Ski de fond Canada  
100 – 1995 Olympic Way  
Canmore, AB, T1W 2T6

**Attention:** Martine Grenon-Lafontaine, Manager Communications & Marketing

**Facsimile:** (403) 678-3885

**Email:** [mgrenon@ccski.com](mailto:mgrenon@ccski.com)

Any notice, request, direction or other communication shall be deemed to have been received, if sent by email or facsimile, one (1) working day after it is sent; if by mail, eight (8) calendar days after it is mailed. A working day is a day that banks are open for the transaction of business in Calgary, AB.

Any party may change the address shown on this Agreement by informing the other parties of the new address, and such change shall take effect fifteen (15) days after the notice is received.

### **12. AMENDMENT**

Amendments and revisions to this Agreement must be made in writing by duly authorized officers or signatories of all parties.



### **13. SEVERABILITY**

If any section, paragraph, word or other portion of this Agreement shall be held illegal, invalid or unenforceable, then the illegal, invalid or unenforceable portion shall only in the circumstances then under adjudication be stricken from this Agreement and the remaining provisions of this Agreement shall be considered as though the portion so struck does not form part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above:

\_\_\_\_\_  
Name of Sponsor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Name of Athlete

\_\_\_\_\_  
Dated

#### **Schedule A**

##### **Typical Personal Appearance Schedule for <Name of Athlete> on Behalf of <Name of Sponsor>**

The athlete acknowledges that personal appearances may include attendance at corporate functions at the sponsors place of business, media events, fund-raising activities, audio-visual presentations and training sessions. The parties agree that where possible they will identify the elements expected of the athlete during each personal appearance.

List of Appearance Options:

#### **Schedule B**

##### **Corporate Logo Requirement for <Name of Athlete>**

The Sponsor agrees to provide the athlete all corporate logos in the size and quantities as noted below.

Sponsor marks should be provided as an embroidered badge. The sponsor should note that the entire surface of the badge is used when complying with FIS, CCC and NST/PNST size regulations.

Please consult with the MCM or refer to the NST *Athlete Clothing Policy* before negotiating with personal sponsors in regard to specific logo branding commitments.



## APPENDIX C

### ATHLETE AUTHORIZATION FOR AGENT OR ADVISOR

I, \_\_\_\_\_ (athlete's name), hereby request of Cross Country ski de fond Canada

that \_\_\_\_\_ be authorized to act as:

- an Agent, to manage my business and marketing affairs, including use of attributes, PR schedules, sponsorships; and/or
- an Advisor, to manage my trust fund pursuant to the provisions of the Association's policy on use of athlete trust funds as outlined in the Athlete Handbook.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Athlete

\_\_\_\_\_  
Witness

Name of Advisor: \_\_\_\_\_

Name of Agency/Firm if any: \_\_\_\_\_

Duration of Agency/Athlete Agreement: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tel. # of Contact Person: \_\_\_\_\_

Email of Contact Person: \_\_\_\_\_

Address of Agency: \_\_\_\_\_



**APPENDIX D**

**CCC ATHLETE TRUST FUND WITHDRAWAL REQUEST**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

WITHDRAW AMOUNT: \$\_\_\_\_\_

REASON FOR REQUEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATHLETE SIGNATURE: \_\_\_\_\_

For office use:

Account # \_\_\_\_\_

Cheque # \_\_\_\_\_ Date of cheque \_\_\_\_\_

Approved by: \_\_\_\_\_



**APPENDIX E**

**ATHLETE, ADVISOR AND TRUSTEE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

BETWEEN: \_\_\_\_\_, hereinafter called the "Athlete", OF THE FIRST PART,

AND: Cross Country ski de fond Canada, hereinafter called the "Association", OF THE SECOND PART,

AND: \_\_\_\_\_, hereinafter called the "Advisor", OF THE THIRD PART.

WHEREAS the Athlete is a member of the Association's High Performance Program and is subject to the rules and regulations of the Association's policies, the Fédération Internationale de Ski (FIS) Rules and Regulations, and the Olympic Eligibility Rules;

AND WHEREAS the rules and regulations relating to athletes require that all funds earned by an athlete are to be paid to the Association on the athlete's behalf and held by a designated Trustee according to CCC policy on the use of Athlete Trust Funds, and according to section 205.6 and 206.2 of the FIS Regulations;

AND WHEREAS the Advisor is prepared to act as a Trustee for the Athlete in accordance with the CCC policies, the FIS Rules and Regulations, and the Olympic Eligibility Rules;

AND WHEREAS the Athlete wishes to retain the services of the Advisor as a trustee in accordance with the CCC policies, the FIS Rules and Regulations, and the Olympic Eligibility Rules;

NOW WHEREFORE the Parties hereto agree as follows:

1. The Athlete hereby appoints the Advisor to manage and administer a Trust Fund on the Athlete's behalf in accordance with the terms and conditions set out in Schedule A and the Advisor accepts such appointment.
2. The Athlete shall direct all funds paid or payable to him/her as a result of his/her participation in competitive skiing to a Trust Fund established by the Advisor in the Athlete's name.
3. The Advisor agrees to accept all such funds in trust (the Athlete Trust Fund) and to administer them according to the terms and conditions set out in Schedule A of this Agreement.
4. For greater certainty, the Advisor agrees to manage and administer the Trust Fund on behalf of the Athlete as follows:
  - a. in strict accordance with FIS Rules (ICR 205.6, 206.2);
  - b. in accordance with applicable provincial and federal regulations and tax requirements; and
  - c. in accordance with the provisions of the CCC policy Use of Athlete Reserve Funds as set out in Schedule A of this CCC Athlete Handbook.
  - d. with regard to 4a) and 4c) above, to ensure compliance, all transactions and disbursements will be first cleared through the Trustee at Cross Country ski de fond Canada.
5. The Advisor agrees to provide to the Athlete and to the Association an audited accounting of the Trust Fund on reasonable notice.



IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

SIGNED, SEALED, AND DELIVERED in the presence of

\_\_\_\_\_  
ATHLETE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ASSOCIATION (Trustee)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ADVISOR

\_\_\_\_\_  
WITNESS

### **Schedule A**

#### **Athlete Trust Funds - Guidance for Setting Up Investment Accounts**

The following are the details for setting up an Investment Account for Athlete Trust Funds.

An investment account must be established in the name of: Cross Country ski de fond Canada Athlete Trust, "name of athlete". Please provide details of the account and agreement to the CCC Accounting Manager. To maintain the investment account as an Athlete Trust, the following regulations apply:

1. Maintenance of FIS eligibility. As per the FIS Rule Book, all amounts paid to the individual while the individual is an athlete eligible for FIS competitions are for living, training or competition expenses (see *Athlete Handbook*).
2. Maintenance of tax-free status in Athlete Trust. For the trust to be non-taxable, Revenue Canada requires all funds placed into the account to be related to the individual's winnings or sponsorships as an athlete. Withdrawals need to be recorded for tax purposes on an annual T3 form and reported in the Athlete's annual tax return. All expenses relating to obtaining or executing sponsorship contracts may be deducted.
3. Within four (4) years of the Athlete's retirement from CCC's high performance program, the Advisor shall, at the direction of the Athlete, pay or transfer the trust fund or the amount then remaining to the Athlete.
4. If the Athlete should die before the events noted in paragraph (3), the Advisor shall pay or deliver the trust fund to his/her executor or administrator to be distributed and transferred according to law.
5. Funds received should be sent to Cross Country ski de fond Canada with the cheque made out as follows: Cross Country ski de fond Canada In Trust, the athlete's name. The cheque will be endorsed by CCC to be deposited to the Athlete's investment account. These will also be entered in the Athlete Trust records.
6. For withdrawals, the Athlete must make a request to the CCC Trustee (Accounting Manager) as per the request form at Appendix D to the *Athlete Handbook*. The Trustee will forward the request to the administrator of the trust, who will issue the cheque to the Athlete.

Please note:

- Investment accounts may have administration fees associated with them. The Athlete should clarify the nature and amount of these with his/her investment advisor before opening an account.
- The investment vehicles that are chosen (e.g. stocks, mutual funds, etc.) may also have fees associated with purchases or sales of these vehicles. The Athlete should clarify these fees with his/her investment advisor before making any purchase decisions.



- The return on most investments is subject to fluctuations in the market, which means that earnings from these investments may increase or decrease even to the point of a loss of capital. Returns may not be guaranteed.
- Revenue Canada guidelines can be provided on request.

The following applies for tax purposes:

- A T5 made out to Cross Country ski de fond Canada Athlete Trust will be issued by the investment company. This will be sent to CCC.
- A T3 reflecting the withdrawals (not any transfers between the CCC trust and the investment account) from the fund will be issued to the Athlete, from CCC on a calendar year basis. This represents taxable income to the Athlete.

As the athlete trust fund remains the responsibility of CCC, an annual report detailing all sources and application of funds must be filed with CCC by February 28 each year.