TENNIS CANADA ATHLETE AGREEMENT/WHEELCHAIR TENNIS

AGREEMENT made this _____ day of _____, 20__.

BETWEEN

Tennis Canada, having its national office at 1 Shoreham Drive, Suite 100, Toronto, Ontario M3N 3A6 (hereinafter referred to as "TC")

AND

_____, residing at _____
(hereinafter referred to as "the Athlete")

WHEREAS the Athlete wishes to be an active competitor in TC-sanctioned events with his/her rights and obligations clearly defined;

WHEREAS TC is recognized by the International Tennis Federation (TC's International Federation) and Sport Canada as the sole National Federation governing the sport of wheelchair tennis in Canada;

WHEREAS TC and _____ recognize the need to clarify the relationship between TC and the Athlete 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 TC and the Athlete who applies for assistance under the AAP;

AND WHEREAS the International Tennis Federation requires that the NSO certify the eligibility of the Athlete to compete as a member in good standing;

NOW THEREFORE the parties agree to the following:

TC Obligations

1. **TC shall:**

   a. organize, select and operate teams of athletes, coaches and other necessary support staff (National High Performance Program) to represent Canada in the sport of wheelchair tennis throughout the world budget permitting;

   b. publish reasonable selection criteria for all National teams at least three (3) months before the selection for any particular team (i.e.- National Team, World Team Cup) or at least six (6) moths before major games teams. (i.e. ParapanAm Games, Paralympics);

   c. conduct 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;

   d. nominate all athletes eligible for the AAP and thereafter ensure these athletes will receive all the benefits to which they are entitled under the AAP;

   e. publish reasonable criteria for the selection of athletes to the AAP six (6) months before the start of the AAP eligibility cycle for the particular sport;

   f. assist the Athlete in obtaining quality medical care and advice;

g. provide the Athlete selected to be a member of the World Team Cup team with the National Team uniform;

h. protect the eligibility of the Athlete by ensuring that a mechanism for the establishment of a trust fund for the Athlete exists that is in accordance with International Tennis Federation rules and advise the Athlete of the nature of all payments to and withdrawals from the trust fund;

i. regularly provide National High Performance Program information (training and competition) to the Athlete in the form of mailed/emailed correspondence;

j. provide a formal review of the Athlete's annual training and competitive plan;

k. provide funding for the Athlete for training camps and competitions in accordance with the budget of TC;

l. provide for an Athlete to act as an intermediary to represent the interests of all players affected by decisions Tennis Canada may take in matters of High Performance;

m. provide an appeal procedure that is in conformity with the principles of natural justice and procedural fairness, which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with the NSO, other than those related to the Athlete Assistance Program, and publish the details of this procedure in a prominent manner so that it is freely available to all athletes or any person requesting this information by or on behalf of the Athlete;

n. Communicate with athletes both orally and in writing in the language of their choice (French or English)

ATHLETE'S Obligations

2. The Athlete shall:

a. recognize the responsibilities of the coaches in coaching-related decisions, follow the training and competitive program mutually agreed to by the following:

- the Athlete;
- the TC representative responsible for developing and monitoring National High Performance Program training and competitive programs (Director-Wheelchair Tennis); and
- the Athlete's personal coach

b. 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;

c. provide the Director or his/her designate, by mail with an annual training and competitive plan and regular updates of changes to the chart or any other appropriate information that TC may request;

d. participate in all mandatory training camps and competitions as described in the National High Performance Program;

e. notify TC immediately in writing of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming event referred to in the National High Performance Program and ensure in the case of an injury that a certificate from a Tennis Canada designated medical doctor setting out the specific nature of the injury is forwarded to the NSO within three weeks of the event;

f. dress in the National Team uniform and other official clothing, if applicable, while traveling or participating as part of the National High Performance Program;

g. 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;

h. during or at National High Performance Program training camps and competitions, avoid alcoholic consumption to a level that would reasonably be expected to impair the Athlete's ability to speak, walk, wheel or drive, or cause the Athlete to behave in a disruptive manner;

i. avoid the use of banned substances that contravene the rules of the IOC, the rules of the International Tennis Federation and the Canadian Policy on Penalties for Doping in Sport;

j. 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 TC, Sport Canada, Sport Integrity Canada (SIC) or other authorities designated to do so;

k. 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;

l. participate, if asked by TC to do so, in any Doping Control/Education Program developed by TC in cooperation with Sport Canada and the SIC;

m. avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;

n. participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada. TC usually makes such requests for participation and arranges the activities. Unless supplementary compensation is arranged, these activities do not normally involve more than two working days per athlete per year.

o. participate in the TC Athlete Health Monitoring Program if requested to do so by TC; and

p. use the hearing and appeal procedure referred to in paragraph 1(n) for remedy of complaints and issues, especially where the situation involves the conduct or performance of TC-employed staff or coaches

q. participate in an evaluation process should Sport Canada request you to do so

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 Minster's behalf and provide such date as the person conducting the evaluation considers necessary for the proper conduct of the evaluation.

s. make him/herself available for promotional and development activities within reason and provided these activities do not impact on athlete's performance goals and competition schedule

t. assist with promoting the sport by providing timely post match for press releases and social media coverage comments after each match played.

u. respond to Tennis Canada's email or phone requests in timely manner, honouring given deadlines, without having to be reminded to act.

v. complete the SIC 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.

w. commit to entering a minimum number of Canadian ITF sanctioned events in the calendar year. The minimum number will be determined in consultation with the National Coach. Failure to do so may result in funding reductions.

x. **Canadian Safe Sport Program (CSSP)**
The objective of this section is to set out the respective obligations on the NSO and the Athlete regarding the advancement of a respectful sport culture that delivers quality, inclusive, accessible, welcoming, and safe sport experiences for all participants, including the athletes.

The NSO and the Athlete understand and agree that they each play a part in fostering safe sport experiences and upholding the principles laid out in the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (the "UCCMS"), which are incorporated by references into the Canadian Safe Sport Program ("CSSP"). The CSSP recognizes Sport Integrity Canada ("SIC") as the body mandated to independently administer and enforce the UCCMS for sport organizations, by receiving and responding to reports of prohibited behaviour, and by developing and carrying out education, prevention and policy activities.

The NSO will:
(a) Expressly accept and adopt the CSSP and comply with the rights, obligations and responsibilities as outlined in the Adoption Contract (https://sportintegrity.ca/safe-sport-program);

(b) Ensure that all NSO policies, procedures or other actions are consistent with the UCCMS and the CSSP Rules;
(c) Ensure that none of this Agreement, any other NSO policy, procedure or other action, are used by the NSO to restrict the Athlete's ability to exercise their rights, protections or responsibilities under the CSSP Rules;
(d) Obtain the informed consent of the Athlete to be subject to the CSSP Rules and its administration and enforcement processes through SIC's mandatory Safe Sport 2025 e-learning and track the completion of this training;
(e) Refer to SIC on all applicable matters relevant to the CSSP Rules so that they may be addressed in accordance with the administration and enforcement under the CSSP Rules;
(f) Provide periodic safe sport and/or dispute resolution training opportunities to the Athlete and everyone interacting with or making decisions affecting the Athlete;
(g) Distribute and/or facilitate access, in a timely manner relevant information, tools, services and resources made available from time to time by SIC for participants under the CSSP Rules, including the Athlete;
(h) Fully cooperate in good faith as part of any process related to the administration and enforcement of the CSSP Rules; and
(i) Ensure that any sanctions or provisional measures which are imposed in accordance with the CSSP Rules, are implemented, respected, and adhered to.

The Athlete will:

(a) Familiarize themselves with the UCCMS and the CSSP Rules through the completion of the mandatory Safe Sport 2025 e-learning module and consent;
(b) Act in a manner consistent with the CSSP Rules; and
(c) Fully cooperate in good faith as part of any relevant process for which Athlete participation is required in relation to the administration and enforcement of the CSSP Rules.

y.

Agree to and abide by the Tennis Canada Code of Conduct which is a requirement of Sport Canada.

Default of Agreement

1. **Where one of the parties to this agreement is of the opinion that the other party has failed to conform with its obligations under this agreement, it shall forthwith:**

   a. notify that party in writing of the alleged default;

   b. **where applicable**, indicate in the notice to that party the steps to be taken to remedy the situation; and

   c. **where applicable**, indicate in the notice a reasonable period of time within which such steps shall be taken.

On AAP-related matters, the Athlete may direct such notice to the Manager of the Sport Canada AAP, who may act on behalf of the Athlete and indicate to TC the steps to take to remedy the situation.
Where the party that has given the notice referred to in paragraph 3(a) is of the opinion that the other party has not remedied the situation, it shall file a complaint through the hearing and appeal procedure referred to in paragraph 1(n).

Duration of Agreement

This AGREEMENT comes into force on the 1st day of January 2026 and

Terminates on the 31st day of December 2026

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 my Athlete/TC 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.

AGREED TO AND ACCEPTED	**AGREED TO AND ACCEPTED**
this ____ day of _____, 20__	**this ____ day of _____, 20__**
_____	_____
Tennis Canada Representative	*Athlete*
_____	_____
Witness	*Witness*

ATHLETE CONTRACT

I understand that my national sport organization, Tennis Canada, has adopted the Canadian Anti-Doping Program (CADP).

1. I specifically agree that as a member of the National Athlete Pool (NAP) in my sport I am subject to the Canadian Anti-Doping Program (CADP) and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the CADP.

2. I agree that I have been educated regarding the anti-doping rules and violations contained in the CADP.

3. I acknowledge that information, including personal information about me, can be shared between anti-doping organizations for anti-doping purposes and such information will be used only in a fashion that is fully consistent with the limitations and restrictions contained in the World Anti-Doping Agency's International Standard for the Protection of Privacy and Personal Information.

4. I consent to having police and law enforcement agencies, border services agencies, Sport Organizations of which I am a member and sporting clubs and athletic associations to which I belong, in Canada and elsewhere, disclose my personal information to the SIC to assist the SIC in the enforcement of the CADP. For the purpose of this consent, the term "personal information" means information relating to an identifiable individual that is recorded in any form.

_____ _____

Athlete Name Athlete Signature

_____ _____

Parent/Guardian Name (if athlete is a minor) Parent/Guardian Signature (if athlete is a minor)

_____

Date