



Athlete/ACC Agreement

AGREEMENT made this _____ day of _____, 202__

BETWEEN **THE ALPINE CLUB OF CANADA**, having its national office at **Canmore, Alberta, CANADA** (hereinafter referred to as "the ACC")

AND **Example Athlete**

Residing at

_____ (hereinafter referred to as "the Athlete").

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

WHEREAS the ACC is recognized by the Union International de Associations d'Alpinism (UIAA) as the sole National Federation governing the sport of Climbing in Canada;

WHEREAS the ACC and Tyler Howe recognize the need to clarify the relationship between the ACC and the Athlete by establishing their respective rights and obligations;

AND WHEREAS the Alpine Club of Canada requires these rights and obligations to be stated in a written agreement to be signed by the ACC and the Athlete who applies for endorsement as a member of a national team;

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

NOW THEREFORE the parties agree to the following:

The ALPINE CLUB OF CANADA
BOX 8040, Canmore, Alberta, Canada T1W 2T8
+1 403 678 3200 fax ...3224
www.alpineclubofcanada.ca



ACC's Obligations

1. The ACC shall:

- a. organize, select and operate teams of athletes, coaches and other necessary support staff (a National Team) to represent Canada in the sport of Ice Climbing throughout the world;
- b. communicate with athletes both orally and in writing in the language of their choice (French or English);
- c. publish selection criteria for all national teams at least three (3) months before the selection for any particular team and at least eight (8) months before the selection of major games teams (where the notice, scheduling, and registration for these games allows) and World Championship Teams;
- d. 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;
- e. publish criteria for the selection of athletes ten (10) months before the start of the ACC eligibility cycle for the particular season;
- f. nominate all athletes who meet ACC criteria;
- g. organize programs and provide funding for the development and provision of coaching expertise, officials and event training centres in Canada in the sport of climbing in accordance with the budget of the ACC;
- h. assist the Athlete in obtaining quality medical care and advice;
- i. regularly provide National Team program information (training and competition) to the Athlete in the form of emailed correspondence;
- j. provide a formal review of the Athlete's annual training program;
- k. provide funding for the Athlete for training camps and competitions in accordance with the budget of the ACC;
- l. provide for a representative elected by the athletes to sit as a voting member of the relevant decision-making body of the ACC (for example, the Board of Directors or National Team Committee); and
- 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 ACC, 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.

Athlete's Obligations

2. The Athlete shall:

- a. recognizing the responsibilities of the coaches in coaching-related decisions, follow the training and competitive program mutually agreed to by the following:
 - o the ACC representative responsible for developing and monitoring National Team training and competitive programs (the National Coach or High Performance Director, for example);
 - o the Athlete's personal coach; and

- the Athlete;
- 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 National Coach or his or her designate, by email sent to the National Office, with an annual training chart and monthly updates of changes to the chart or any other appropriate information that the ACC may request;
- d. subject to paragraph 2(e), participate in all mandatory training camps and competitions as described in Appendix A of this Agreement (Appendix A is sport specific and is not included in this document);
- e. notify the ACC immediately in writing of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming event referred to in Appendix A of this Agreement (Appendix A is seasonally specific) and ensure in the case of an injury that a certificate from a medical doctor setting out the specific nature of the injury is forwarded to the ACC within three weeks of the injury;
- f. dress in the National Team uniform and other official clothing, if applicable, while travelling or participating as part of the National Team;
- 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 Team training camps and competitions, avoid alcoholic consumption to a level that would reasonably be expected to impair the Athlete's ability to speak, walk or drive, or cause the Athlete to behave in a disruptive manner;
- i. avoid the use of banned substances that contravene the rules of the International Olympic Committee (IOC), the rules of the UIAA and the Canadian Policy on 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 the ACC, the Canadian Centre for Ethics in Sport (CCES) 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 the ACC to do so, in any Doping Control/Education Program developed by the ACC in co-operation with Sport Canada and the CCES;
- 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 ACC. Unless supplementary compensation is arranged, these activities do not normally involve more than one working day per athlete per year; and
- o. adhere to and comply with the ACC's appeal procedure.

3. Default of Agreement

- a. 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 the following shall occur shall forthwith:

1. The one part shall notify the other party in writing of the particulars of the alleged default.
 2. If there exists a reasonable opportunity to correct the default and the default is not so fundamental as to amount to a repudiation of this agreement, the notifying party shall indicate in the notice the steps to be taken to remedy the default and a reasonable period of time to complete the remedial steps.
 3. The parties agree that the giving of the above referred-to notice by a party will not prevent that party from later asserting that the default was so fundamental as to amount to a repudiation of this agreement.
- b. If the party receiving the notice remedies the breach within the specified time, the dispute shall be considered resolved and neither party shall have any recourse against the other concerning the matter alleged to comprise the default. If the party receiving the notice fails to remedy the breach within the specified time and either party wishes recourse against the other concerning the matters alleged to comprise the default, that party shall use the dispute settlement mechanism of this agreement to resolve the differences between the parties.

Duration of Agreement

This AGREEMENT comes into force on the 1st day of November 2023 and terminates on the 31st day of October 2024.

Athlete Declaration

I hereby declare that in return for any financial and administrative assistance provided by the Alpine Club of Canada, I undertake to fulfill all commitments and responsibilities outlined in my Athlete/ACC Agreement. I agree to relinquish any assistance provided to me, payable to the Alpine Club of Canada, should my eligibility status change or be withdrawn, effective the withdrawal/change of status date.

Witness

Date

Athlete

The ALPINE CLUB OF CANADA (the ACC)

01 January 202

Witness

Date

ACC Representative

Appendix A: International Competitions pertaining to this agreement

Appendix B: Competitions applied for pending Team selection