Athlete Handbook

2022-23





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Unless specifically noted, references made to "NST Athletes" only pertain to Athletes selected to and part of the NST program. References referring to 'Athletes' pertains to NST and AAP carded				

Nordiq Canada

Athletes.



1. The National Ski Team Program

- 1.1 The Athlete Handbook provides key information for National Ski Team (NST) and Athlete Assistance Program (AAP) Athletes who are obliged to read, understand, and abide by any directions in the Handbook. Athletes unclear about any of the information, should contact their designated Nordiq Canada contact for clarification. Model agreements provided in appendices are samples only and are not warranted to be comprehensive or legally binding.
- **1.2** Every effort has been taken to ensure the information in the Handbook is current. This Handbook may be updated, and such amendments will be forwarded to Athletes.

2. The Supplier Pool

- 2.1 Nordiq Canada operates an official supplier pool program that provides NST athletes, coaches and staff with equipment, clothing, and services as well as monetary contributions that support the National Team program.
- 2.2 NST Athletes, coaching staff and others involved in the NST program will wear, and promote, as applicable, products from the supplier pool program when engaged in any activities of National Team programming. This includes, but is 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.

3. Marketing And Sponsorship

- **3.1** Nordiq Canada's marketing program (defined as any sponsorship, licensing, advertising, public and donor relations, promotion of sanctioned or non-sanctioned events, youth programs and marketing programs) elevates the profile of cross-country skiing and Nordiq Canada programs, enhances the image of the team, and raises funds through corporate and private donations.
- **3.2** NST Athletes are required to assist with the execution of Nordiq Canada's marketing program by promoting sponsor services, products and the sponsored program.
- **3.3** "Athlete Attributes" are defined as an Athlete's image, name, nickname, likeness or other identifiable attribute linked to the Athlete.
- **3.4** Athletes consent to Nordiq Canada using their Athlete Attributes for promotional purposes.
- **3.5** Athletes consent to the use of their Athlete Attributes being used by any Sponsor or Licensee of Nordiq Canada for promotional purposes in a group of no less than 2 other athletes.
- **3.6** Athletes asked to participate in commercial promotions to promote sponsor(s) brands will be paid for their services with the fee to be agreed upon by the Athlete and



requesting Sponsor or Licensee unless stated otherwise in a separate commercial agreement between Nordiq Canada and the Athlete.

- **3.7** NST Athletes agree to ensure the protection and longevity of Nordiq Canada Sponsors, Suppliers and Supporters.
- **3.8** NST Athletes agree not to enter into any contract, sponsorship, or ambassador venture without obtaining Nordiq Canada's consent. The Nordiq Canada CEO will provide consent by way of written agreement or documented email exchange between the Athlete and Nordiq Canada.
- **3.9** A "**Personal Endorsement Agreement**" is defined as a commercial agreement between an Athlete and a corporation or an individual supporter.
- **3.10** Nordiq Canada recognizes the Athlete's right to enter into "Personal Endorsement Agreements", subject to the terms and conditions set forth in the Athlete Agreement and Handbook.
- **3.11** The following steps must be followed for each Personal Endorsement Agreement made by the Athlete:
 - i. Written consent from Nordiq Canada is required prior to negotiations with a potential sponsor. The athlete must disclose in writing to Nordiq Canada, the name of the potential sponsor, the contact person of the sponsor, as well as the product or service to be endorsed. Nordiq Canada's consent will be withheld if the product or service to be endorsed by the athlete conflicts with any of Nordiq Canada's sponsorship agreements, international federation and funding or governing bodies' sponsorship rules or is deemed inappropriate, for example: tobacco, cannabis or alcohol.
 - ii. Nordiq Canada is to respond to the written notice within five (5) days. If consent is withheld, Nordiq Canada will provide reasons in writing for the decision, and the athlete is to cease all dealings with the potential sponsor.
 - iii. Copies of signed contracts must be filed with the national office to the attention of the Chief Operating Officer.
- **3.12** Elements of a Personal Endorsement Agreement should include:
 - i. Term All personal sponsorships should; be developed for one season with an option for the athlete to renew, state the term of the contract is one year (1), and that the Athlete will give them the first right of refusal for subsequent years.
 - ii. Clothing Clothing will be provided by Nordiq Canada. The Athlete must wear NST clothing as outlined in the Athlete Clothing Policy and Handbook.
 - iii. Conflict of Interest Include a statement regarding a conflict of interest with Nordiq Canada Suppliers and Sponsors. If Nordiq Canada contracts with a company that conflicts with an Athlete's contract, the Athlete contract will terminate at the end of the current season.



- iv. Disclosure All Personal Endorsement Agreements will comply with all rules in the FIS International Ski Competition Rules, IPC, COC, IOC, CRA and Nordiq Canada.
- v. Agreements must not interfere with the Athlete's training or competition schedule or NST obligations and appearances.
- **3.13** The Athlete is responsible for servicing and implementing the Personal Endorsement Agreement
- **3.14** See Appendix B for a sample Athlete Personal Endorsement Agreement.
- 3.15 Nordiq Canada will provide NST Athletes with space on team clothing for personal sponsor marks or logos as per availability. General guidelines for these provisions are outlined below, however available space may vary depending on clothing design. Full details are outlined in Uniforms. All commercial marks must be approved by Nordiq Canada prior to application onto any team clothing. Marks must be applied via embroidery, application of rubber badge or via heat transfer in the appropriate location as listed below:

Clothing Item	Location	Max # of Marks	Max Size of Any Mark ¹	Max Area for Personal Sponsor Marks ²	Recommended Sponsor Contribution
Toques & headbands	NA	NA	NA	NA	NA
Race suit	TBD	2	10 cm2	20 cm2	\$10,000
Warm-up jacket	TBD	3	See footnote	90 cm2	\$7,000
Team Parka	TBD	3	See footnote	90 cm2	\$7,000
Casual jacket	TBD	3	See footnote	90 cm2	\$7,000
Training tops	Sleeve	2	See footnote	60 cm2	\$7,000

3.16 Technical specifications about the size, form, and number of commercial markings on clothing are decided and published by FIS. Athletes will be responsible for paying any FIS fines levied against Nordiq Canada for improperly applied sponsorship markings and the replacement cost of the garment if it's ineligible for competition.

¹ Maximum logo size must be the same size or smaller than existing Nordiq Canada applied marks. Personal sponsor marks cannot exceed Nordiq Canada marks.

² The maximum area for personal sponsor marks must fit within the overall 450 cm² minimum set by FIS. As such, the maximum area cannot be guaranteed if Nordiq Canada is required to use more than 360 cm² to accommodate national team sponsors.



- **3.17** Personal sponsor marks added to the racesuit must be done so via a heat seal or sticker. Personal sponsor marks cannot be printed into the racesuit design.
- **3.18** Alterations (additions of personal sponsor marks) must be coordinated and approved through Nordiq Canada. An Athlete adding personal sponsor marks to Nordiq Canada clothing without prior approval will be sanctioned a fine of \$1,500 (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. NST Athletes are provided promotional space in their athlete biography on the Nordiq Canada website for personal sponsors.

4. Public and Promotional Appearances

- **4.1** NST Athletes may be requested to appear on behalf of Nordiq Canada, either individually or with other members of the NST, at Nordiq Canada approved sponsored activities. 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 athletes, honoraria will not normally be paid.
- **4.2** NST Athletes are required to participate in two (2) non-commercial promotional ventures as requested by Nordiq Canada and approved by the NST HPD. Re-imbursement will be for expenses only. These appearances would be in addition to the request in 4.4.1.
- **4.3** Where more than two (2) appearances are requested, an honorarium may be provided. NST Athletes requested to appear in more than two (2) such individual appearances, can request consideration for use of their attribute. Nordiq Canada recommends a standard honorarium of \$250 \$500. This payment, plus expenses, will correspond with the level of activity requested, disruption to normal training schedules, and the international ranking of the athlete and will be determined by Nordiq Canada.
- **4.4** NST and AAP Athletes are required to participate in reasonable non-commercial promotional activities as may be requested by Sport Canada on behalf of the Government of Canada where the arrangements for such activities are made through Nordiq Canada and are not for more than the equivalent of two (2) working days for any individual athlete unless incremental compensation is arranged and agreed to by the Athlete.
- **4.5** NST Athletes are 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. Athletes who do not attend the awards ceremony and prize distribution will lose their right to receive the prize money.



- **4.6** Athletes may be requested to appear at non-commercial promotional events. This may include the activities noted under 4.1.1, but also include invitations to events, races or Club/Division activities.
- **4.7** Where an Athlete has retained the services of a third party to coordinate and manage their business affairs, including use of their attributes and/or managing their trust fund, the Athlete must notify Nordiq Canada 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. Uniforms

- 5.1 NST Athletes are 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 NST or actively representing Nordiq Canada. The exceptions to this are at the National Championship relay/team sprint event and the Canada Winter Games events.
- **5.2** Uniform clothing is distributed in priority order of the NST program and in order of qualification unless otherwise specified.
- **5.3** Clothing must be worn in a dignified, clean, and responsible manner at all times, maintaining respect and consideration towards the public and Nordiq Canada's sponsors. All supplied clothing is Nordiq Canada property, as such Nordiq Canada controls all commercial marking rights related to the clothing.
- **5.4** Clothing provided by Nordiq Canada is on a loan basis and may be required to be returned at any anytime.
- **5.5** Athletes will be charged the replacement cost of lost or damaged clothing. If an item needs to be returned due to incorrect sizing, the item to be exchanged must be received by Nordiq Canada before another is sent.
- **5.6** Clothing Nordiq Canada allows athletes or staff to keep must be retained for four (4) years following the date of issue (i.e. clothing received in November 2022 must be kept until November 2026).
- 5.7 Nordiq Canada clothing must only be worn by the person for whom it is intended.
- **5.8** The use of clothing from other international and domestic teams is prohibited when an Athlete is identified as a member of the NST, engaged in NST activities, competing on behalf of Canada, or serving as a representative of Canada in the sport of cross-country skiing.



- **5.9** Alterations to clothing can only be made to provide optimal functional movement and performance, as requested by the athlete, and approved by Nordiq Canada. Racesuits that need to be altered should be done with minimal damage to sponsor logos and in a neat and clean manner.
- **5.10** Uniform infractions will result in the following monetary disciplinary sanctions to be paid within 30 days of notification unless other arrangements are made.
 - 1st offence: written warning Sanction: Athlete may be prohibited from participating in the next competition or NST function.
 - 2. 2nd offence: written warning Sanction: a fine of up to \$2,000.00 on the Athlete and prohibition from participating in the next competition or function.
 - 3rd offence: written warning Sanction: 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. 4th offence: written warning Sanction: Athlete will lose NST status (if a member) or be prohibited from representing Canada in a major competition.
- **5.11** If an Athlete has feedback on the uniform, please share it with the Nordiq Canada High Performance Coordinator so the issue can be addressed.
- **5.12** The following are guidelines for what to wear for certain events and appearances unless otherwise specified.

Media conferences:

- Official team competition clothing if appropriate
- Clean dark pants with no visible logos
- Clean footwear
- Competition clothing if appropriate

Banquets, receptions and PR activities with sponsors and suppliers:

- Team clothing if appropriate
- Clean clothing with no discerning imagery or text
- Clean footwear

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

- Team parka or team casual jacket
- Clean clothing with no discerning imagery or text

Outside opening ceremonies:

- Team parka and warm-up pants
- Team headgear (toque, headband or baseball cap)
- Team gloves



- Team footwear (if supplied)
- Team neckwear (if supplied)

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

- Team competition gear
- Team gloves
- Team neckwear
- Team headgear
- When on the World Cup circuit with a training/racing bib Swix jacket with NC sponsors

During all competitive season training:

- Team competition gear
- Team gloves
- Team headgear

Prize ceremonies:

- Team warm-up jacket (for indoor ceremony)
- Team warm up pants (indoor or outdoor)
- Team competition headgear or baseball cap
- Team gloves
- Team underwear (if applicable, i.e. shirt with vest)
- Team neckwear

Dryland training:

- Team footwear
- Team shorts/tights
- Team shirts
- Team jackets/vests
- **5.13** Eyewear may only be worn during prize ceremonies or media events if it does not cover or obscure any Nordiq Canada sponsor or supplier logos on team uniforms. Eyewear worn in a manner that covers or obscures a Nordiq Canada sponsor or supplier logo will be considered an infraction of the clothing policy and sanctions will be imposed.
- **5.14** An Athlete may receive a different protocol prior to any appearance based upon requirements, or the addition of new sponsors.

6. Equipment

- 6.1 All Para nordic equipment must meet IPC equipment rules (sit skis, specialty equipment, rifles, etc.)
- 6.2 The Para nordic program does not have a direct goods contract.



- **6.3** The Para nordic Head Ski Technicians selects equipment for WC athletes in the fall based on specific needs of athletes determined in meetings held in August.
- 6.4 Assistance for equipment selection may be provided to development skiers based on need. Otherwise Para nordic athletes in other programs will work through their clubs or divisions for equipment selection and needs.
- 6.5 Other Para nordic equipment needs, such as rollerskis, are procured by the Head Ski Technician at anytime through the season.
- 6.6 Olympic athletes not under contract with a supplier can test equipment until September 1st. The Athlete must contact the NST Head Coach (Robin McKeever) or NextGen Coach (Eric de Nys), then the companies arrange for equipment delivery. The Athlete should have a written agreement with the company. Details are generally outlined by the company and included in an umbrella agreement between Nordiq Canada and the supplier.
- **6.7** Equipment should be ordered at the start of the dry-land season with the Athlete's coach, and if applicable, Nordiq Canada. If the Athlete is having difficulty obtaining equipment, they should contact their coach and Nordiq Canada. Generally, suppliers will provide replacement equipment due to breakage.
- **6.8** Tips for Developing the Supplier Relationship
 - 1. Promote the Supplier 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.).
 - 2. Provide information and copies of any media exposure.
 - 3. Take hard goods (skis, poles) to media interviews and medal presentations.
 - 4. 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.
 - 5. Non-team clothing cannot be worn if any reference is made to the athlete being a member of the National Ski Team. Please keep these restrictions in mind when dealing with personal sponsors.
 - 6. Photographs for promotional purposes may be available from Nordiq Canada through the Marketing and Engagement Coordinator.

7. Passports

7.1 The Athlete must have an up-to-date passport. The Athlete should also carry a photocopy in case of misplacement. The Athlete must carry their passport to Canadian events if there is a possibility, they will be leaving Canada afterward. 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

8.1 Athletes are not allowed to drive Nordiq Canada vehicles including rental vans and sponsored vehicles. Refer to the Nordiq Canada Driving policy for more information.

9. Licenses

- **9.1** Athletes are responsible for obtaining and renewing all required licenses related to their program and events such as Nordiq Canada race licenses, FIS, PAL, and IPC.
- **9.2** Athletes are responsible for checking competition start and results lists to ensure the following information is included: the athlete's FIS license number, the Athlete's correct racing license number and the correct club, team and divisional affiliation is identified.

10. Coaching Course

10.1 Nordiq Canada provides NST Athletes free access to technical level coaching and will facilitate Athletes obtaining certification and coaching experience while an NST member. Contact Stephen Novosad for more information.

11. Athlete Travel

- 11.1 Travel arrangements are organized by the NST coaches and staff. All travel arrangements will be booked from the closest airport to the Athlete's residence. Any extra costs to travel to and from the Athlete's residence will be the Athlete's responsibility. Where possible, travel arrangements will be organized to be cost-effective and conducive to the Athlete's schedule. Special travel arrangement must be made known in writing to Nordiq Canada staff or trip leader 30 days before departure. The Athlete is responsible for the difference in price incurred by special travel arrangements.
- **11.2** Accommodations for Athletes participating in Nordiq Canada-sponsored training, competitions or events will be organized by the National Team staff in alignment with Nordiq Canada's SafeSport policies. People external to the NST will not be allowed use of these accommodations unless organized by the trip leader. The Athlete is responsible for any costs they incur against the room such as phone bills, internet access, snacks, etc.
- **11.3** The Athlete is responsible for ensuring their ticket itinerary is correct. Athletes are responsible for change flight fees at their request once their booking has been confirmed.
- **11.4** Boulevard Travel and Custom Travel are the travel agencies for the NST Teams. If the Athlete cannot contact their coach regarding travel, contact the Nordiq Canada office.



- **11.5** Athletes are responsible for their own luggage and any extra charges associated with their luggage unless requested by Nordiq Canada to assist with the transport of extra equipment, in which case Nordiq Canada will cover the charges of any Nordiq Canada equipment or bags.
- **11.6** Athletes must travel with a credit card or other means of accessing funds in case of an emergency.

12. Athlete Expenses

- **12.1** Only expenses pre-approved by the Team Manager or the Nordiq Canada budget manager and covered in accordance with the Travel and Expenses Policy, will be eligible for reimbursement.
- **12.2** All expenses must be submitted to Nordiq Canada <u>within 30 days</u> of the date of purchase. Expenses submitted after this date will not be reimbursed. All receipts must be submitted with the Nordiq Canada Expense Claim form available on the Nordiq Canada website. Expense claims will not be processed without receipts.
- **12.3** Upon approval from Nordiq Canada, when a personal vehicle is needed for team travel of over 40 km, costs will be reimbursed to the owner at the mileage rate listed in the Travel and Expenses Policy.
- **12.4** Long distance phone calls, email hookups and internet cost are the Athlete's responsibility.

13. Athlete Trip and Camp Fee Payment

- **13.1** Athletes may be required to pay the cost of some NST camps and trips. Athletes will be informed of the costs they are expected to cover, and when possible, the total or estimated amount they are responsible for before the start of a camp or trip.
- **13.2** Pre-payment may be required for some camps or trips. For trips or camps not requiring prepayment, Nordiq Canada will invoice the Athlete for any amount owing within 30 days of completion. This timing may be extended if it conflicts with an Athlete's participation in a Major Event. The Athlete will have 30 days to provide payment. Athlete's unable to complete the payment within the allotted time must contact the High Performance Coordinator to make other arrangements for payment.
- **13.3** Failure to complete payment or contact the High Performance Coordinator within the 30 days could result in the Athlete being suspended from NST activities. If the Athlete is no longer a member of the NST the matter will be handed to a third party for resolution.

14. Athlete Health

14.1 NST Athletes are provided travel and extra health insurance coverage under the Canadian Athlete Insurance Program (CAIP) at differing levels of coverage depending on the Nordiq Canada budget constraints. Unless otherwise specified, the Athlete is



responsible for submitting their own claims. Claim forms can be found in the Forms section of the CAIP website: <u>http://mkirsch.ca/insurance/</u>.

- **14.2** It is the Athlete's responsibility to inform Nordiq Canada trip staff (head coach or trip manager) prior to departure and during the trip of any health-related problems or other reasons that would prevent the Athlete from optimal performance as soon as possible.
- **14.3** Ill Athletes will be quarantined from other Team members. The amount of time in quarantine will be established on the advisement of the Team Physician or a local doctor.
- **14.4** 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.
- **14.5** 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.

15. Athlete Trust Fund

- **15.1** Money provided to the Athlete by suppliers and sponsors may be deposited into a Nordiq Canada Athlete trust fund, which is an income tax-saving vehicle. It is not mandatory to use the Athlete Trust fund.
- 15.2 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. Individuals making a direct donation to an individual athlete cannot receive a charitable donation receipt.
- **15.3** Income deposited to the Athlete Trust Fund 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. NST 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 Nordiq Canada Athlete Trust Fund:
- **15.4** The Accounting Manager is the designated Trustee for the Athlete Trust Fund.
- **15.5** Some athletes may have reason to use an Athlete Trust Fund as evidence of being an amateur athlete. Regardless of why an athlete may choose to use an Athlete Trust Athlete's responsibility to understand and ensure their needs are met.
- **15.6** For revenue coming in, please have the cheque made out to "Nordiq Canada, in trust for the athlete's name".



- **15.7** 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.
- **15.8** Records of deposits and withdrawals are kept on an individual basis. Interest earned by the Nordiq Canada Athlete Trust Fund will be recorded monthly and will be prorated amongst all participating athletes on an equitable basis .
- **15.9** Statements are issued to athletes upon request.
- **15.10** 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.
- **15.11** T3 forms are issued based on withdrawal totals for a tax year and Nordiq Canada must file a return with the Federal Government at the end of each tax year.
- **15.12** Nordiq Canada does not charge any fees for administering the Athlete Trust Fund.
- **15.13** 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 Nordiq Canada and Revenue Canada regulations. The Agreement must be signed between the Athlete, the Advisor and Nordiq Canada to establish this arrangement. The rules that govern the Agreement is in Appendix E of the Athlete Handbook.
- **15.14** Any additional questions should be addressed to the Accounting Manager.

16. Financial Assistance

16.1 The following are financial assistance programs available to Athletes: The Canadian Ski Association's Hugh Pomeroy Memorial Fund – For an application form and more information go to: <u>http://skicanadafoundation.ca/hugh-pomeroy-scholarshipinformation/</u>

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.



Selection criteria for various funding opportunities presented to Nordiq Canada will be made available to Athletes upon request. Nordiq Canada will nominate 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.

17. Athlete Safety and Counseling Service

- **17.1** Athlete safety is of primary importance to Nordiq Canada. All Athletes are required to read and follow the Nordiq Canada SafeSport and associated policies.
- **17.2** The Canadian Sport Helpline (<u>https://abuse-free-sport.ca/</u>) provides advice, guidance and resources to Canadian sport participants of all levels.
- **17.3** The Canadian Olympic Committee offers mental health support, strategies, and resources for NST Athletes to support a holistic approach to athlete development and life after high-performance sport through the <u>Game Plan</u> program.



APPENDIX A Supplier Pool Information

SUPPLIER POOL INFORMATION

Atomic, Fischer, Rossignol, Salomon, Madshus
Atomic, Fischer, Rossignol, Salomon, Madshus, Alpina
Swix, Ski Go, Exel, KV+
Salomon, Rottefella
Swix, Toko, Start, Vauhti, Ski Go, MasterWax
Auclair
Swix
Swix
Rundle Sport FlexTM
Swix
Swix
Swix
Swix
Red Creek

Pool suppliers change throughout the season as contracts expire and renew. Up to date sponsor/supplier pool information can be accessed through the Marketing and Communications Coordinator.



APPENDIX B Sample Athlete Personal Endorsement Agreement

SAMPLE - ATHLETE PERSONAL ENDORSEMENT AGREEMENT

THIS ENDORSEMENT AGREEMENT (hereinafter referred to as "the Agreement") is

made this _____ day of _____ , 20____

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 Nordiq Canada (NC) is the National Sport Governing Body for cross-country skiing in Canada;

AND WHEREAS NC 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

Nordiq Canada



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

The Athlete grants to the sponsor the right to use the Athlete's likeness or image in Sponsorproduced 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 NC.

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.

<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.

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.

<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.



<Exclusivity Clause> It is understood that under this Agreement, the Athlete provides nonexclusive industry rights to the Sponsor.

3. Obligations of the Sponsor

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 NC. Such approvals will be provided in a timely fashion and will not be unreasonably withheld.

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, NC and NST/PNST size regulations.

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 "Nordiq Canada in trust for Name of Athlete", and send to:

Nordiq 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 NC and NST Pponsors. The Athlete is not allowed to enter into a sponsorship agreement that conflicts with existing NC and NST 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:

- breach any of the above-noted terms or any other term of this Agreement,
- 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
- 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: Nordiq Canada 100 – 1995 Olympic Way Canmore, AB, T1W 2T6

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, Nordiq Canada and NST size regulations.

Please consult Nordiq Canada or refer to Athlete Clothing before negotiating with personal sponsors in regard to specific logo branding commitments.



APPENDIX C Athlete Authorization for Agent or Advisor

ATHLETE AUTHORIZATION FOR AGENT OR ADVISOR

l,(a	athlete's name), hereby request of Nordiq 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	, 20					
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 Athlete Trust Fund Withdrawal Request

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

ATHLETE, ADVISOR AND TRUSTEE AGREEMENT

THIS AGREEMENT made this day of , 20

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

AND: Nordiq 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 Nordiq Canada 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 Nordiq Canada policies, 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 Nordiq Canada policies, the 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
 - b. in accordance with applicable provincial and federal regulations and tax requirements; and
 - c. in accordance with the provisions of the Nordiq Canada policy Use of Athlete Reserve Funds as set out in this 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 Nordiq 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: Nordiq Canada Athlete Trust, "name of athlete". Please provide details of the account and agreement to the Nordiq Canada Accounting Manager. To maintain the investment account as an Athlete Trust, the following regulations apply:

- 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.
- 2. Within eight (8) years of the Athlete's retirement from Nordiq Canada'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.
- 3. 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.
- 4. Funds received should be sent to Nordiq Canada with the cheque made out as follows: Nordiq Canada In Trust, the athlete's name. The cheque will be endorsed by Nordiq Canada to be deposited to the Athlete's investment account. These will also be entered in the Athlete Trust records.
- For withdrawals, the Athlete must make a request to the Nordiq Canada 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 Nordiq Canada Athlete Trust will be issued by the investment company. This will be sent to Nordiq Canada.
- A T3 reflecting the withdrawals (not any transfers between the Nordiq Canada trust and the investment account) from the fund will be issued to the Athlete, from Nordiq Canada on a calendar year basis. This represents taxable income to the Athlete.

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



APPENDIX F Definitions

"CADP" means the Canadian Anti-Doping Program.

"CCES" means Canadian Centre for Ethics in Sport.

"COC" means the Canadian Olympic Committee .

"CPC" means the Canadian Paralympic Committee.

"**Designated Contact**" means the individual designated by Nordiq Canada as the Athlete's main contact for questions, concerns and communication.

FIS" means the Fédération Internationale de Ski.

"Fee Schedule" means the schedule of when an Athlete will have to pay any fees or costs associated with participation on the national team, and the amount.

"HPD" means High Performance Director.

"HPM" means High Performance Manager.

"IOC" means the International Olympic Committee.

"IF" means International Federations.

"IPC" means the International Paralympic Committee, Nordic Skiing.

"NST Coach" means the national team coach designated by Nordiq Canada.

"NST" means National Ski Team and is inclusive of the Para Nordic program.

"**NSO Sponsor**" means any entity, whether characterized by NSO as a sponsor, supplier, licensee or otherwise, with whom the NSO has a contract to use, market, advertise, or promote their products or services.

"**Personal Information**" means information collected about an identifiable individual, which may include information concerning:

- the physical or mental health of an individual;
- any health service provided to an individual; or
- the donation by the individual of any body part or any bodily substance of the individual or information derived from the testing or examination of a body part or bodily substance of the individual.

"SDRCC" means the Sport Dispute Resolution Center of Canada.

"WADA" means the World Anti-Doping Agency.