



This project is supported by the Government of Ontario

**ONTARIO TABLE TENNIS ASSOCIATION
QUEST FOR GOLD – Ontario Athlete Assistance Program 2015-2016
ATHLETE AGREEMENT**

AGREEMENT made this _____ day of _____, 20__

BETWEEN

Ontario Table Tennis Association (OTTA) having its provincial office at 9140 Leslie Street – Suite 110, L4B 0A9, Richmond Hill, ON

(hereinafter referred to as "the PSO/MSO" or "OTTA")

AND

_____, residing at

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

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

WHEREAS the OTTA is recognized by Table Tennis Canada and Ministry of Tourism, Culture and Sport as the sole Provincial Federation governing the sport of table tennis in Ontario;

WHEREAS the OTTA and _____ recognize the need to clarify the relationship between the OTTA and the Athlete by establishing their respective rights and obligations;

AND WHEREAS the *QUEST FOR GOLD* – Ontario Athlete Assistance Program (hereinafter referred to as "the Ontario AAP") requires these rights and obligations to be stated in a written agreement to be signed by the PSO/MSO and the Athlete who applies for assistance under the Ontario AAP;

AND WHEREAS the National Federation requires that the PSO/MSO certifies the eligibility of the Athlete to compete as a member in good standing;

NOW THEREFORE the parties agree to the following:

Ontario Table Tennis Association Obligations

1. The OTTA shall:

- a. organize, select and operate teams of athletes, coaches and other necessary support staff (a Provincial Team) to represent Ontario in the sport of table tennis at Provincial and National competitions;
 - b. publish criteria for the selection of athletes to the Ontario AAP before the selection process begins for the particular sport;
 - c. nominate all athletes who meet Ontario AAP criteria;
 - d. organize programs and provide funding for the development and provision of coaching expertise, officials and event training centers in Ontario in the sport of table tennis in accordance with the budget of the OTTA;
 - e. assist the Athlete in obtaining quality medical care and advice;
 - f. regularly provide Provincial Team and OAAP information (training and competition) to the Athlete in the form of mailed correspondence;
 - g. provide a formal review of the Athlete's annual training program;
 - h. provide funding for the Athlete for training camps and competitions in accordance with the budget of the OTTA;
 - i. provide and include in Agreement a dispute mechanism and related procedures/process that is in conformity with the principles of natural justice and procedural fairness, which shall include access to an independent arbitration process with respect to any dispute the carded athlete may have with the OTTA related to or arising out of this Agreement.
 - j. provide regular training sessions opportunities in radius of 50 km from athlete's residence or educational institution he/she attends; however, it is subject to feasibility (at least 4 athletes and coach living in proximity that will make training sessions financially justified).
 - k. evaluate the Ontario Team program every three months and suggest changes included OTTA designated coaches and centers, and targeted competitions.
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Athlete's Obligations

2. The Athlete shall in period January 1st – December 31st, 2016:

- a. recognize the responsibilities of the coaches in coaching-related decisions and follow the training and competitive program mutually agreed to by the following:
 - the OTTA representative responsible for developing and monitoring Provincial Team training and competitive programs;
 - the OTTA recognized coach that is part of Ontario Team program
 - 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 OTTA representative responsible for developing and monitoring Provincial Team training and competitive programs, by mail sent to the OTTA, with an annual training chart and monthly updates of changes to the chart or any other appropriate information that the OTTA may request;
- d. participate in all mandatory training camps and competitions as detailed below:
 - i) Ontario Championships (at open event (Men's or Women's Single) and all eligible youth categories)
 - ii) Canada Championship (at open event (Men's or Women's Single) and all eligible youth categories; if athlete would face the choice of entering one of eligible categories and events, the appointed Ontario representative would make the final decision)
 - iii) Ontario Games (if qualify or invited; assuming athlete will pursue all qualifications requirements);
 - iv) Canada Winter Games (if qualify or invited);
 - v) all training camps and preparatory tournaments organized by Ontario Team
 - 1) At least 100 hours during weekends and holiday time at the location and with the coach(es) designated by the OTTA regardless of athletes residence.
- e. participate in all regular training sessions organized by Ontario Team designated coach;
 - i) If athlete resides less than 50 km from Ontario Team Training Centers that is run by the OTTA recognized coach as part of Ontario Team program, he/she will have to complete certain number of training hours
 - 1) Full carded athlete, at least 220 hours as a group session consisting of 4 or more athletes,
 - 2) Half carded athlete, at least 40 hours as a group session consisting of 4 or more athletes,
 - 3) Up to 20% of group sessions hours regulated by 2.e.ii) can be replaced with individual lessons if

recommended by the coach and approved by the OTTA representative or Board

- ii) If athlete resides more than 50 km from Ontario Team Training Centers that is run by the OTTA recognized coach as part of Ontario Team program, he/she will have to submit a program (including coach(es) that will work with athlete); plan will have to be approved by the OTTA Selection Committee.
- f. Athlete has to:
- present annual periodization plan, that will have to be signed by
 - the OTTA recognized coach that is part of Ontario Team program
 - the Athlete's personal coach; and
- h. All carded athletes shall wear official Ontario Team uniforms when competing at the Canadian Championships, Canada Winter Games or any other events where Ontario Team members are getting coaching or other support.
- i. All carded athletes shall book the training hours by sending the
- signed Athlete's Agreement
 - signed annual plan
 - cheque payable to Ontario Table Tennis Association to the following address:
OTTA
9140 Leslie Street – Suite 110
L4B 0A9, Richmond Hill, ON.
- All hours shall be booked with the OTTA not later than January 31st based on a price of 15\$ per hour for group and 60\$ per hour for individual lesson.
- j. Athlete shall purchase Ontario Team training and competition packages (including all additional training fees if planned, uniforms, equipment and entries at Ontario Championships, Ontario Winter Games, Canadian Winter Games, Canadian Championships and all other competitions where athletes represent province of Ontario). Fees shall be announced at least 3 weeks before the event.
- k. All carded athletes shall complete muscle balance evaluation at designated physiotherapy clinic not later than May 31st
- l. Notify the OTTA immediately in writing of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming event referred to in article 2 d. of this Agreement. In the case of an injury a certificate from a medical doctor setting out the specific nature of the injury must be forwarded to the OTTA within two weeks of the injury; OTTA Executive Committee and/or OTTA appointed body (High Performance Director, Coach, Committee) will discuss reasons for athlete absence but athlete should be aware that he/she will not be automatically excused and that he/she can be dropped out and/or replaced from the OAAP by alternate
- k. agree to compete exclusively for Ontario and/or Canada from one year from being enrolled in Ontario AAP (from date of receipt of Minister's letter informing athlete of enrolment), the athlete will purchase and dress in the Provincial team uniform delivered by the OTTA and other official clothing, if applicable, while traveling or participating as part of

the Provincial Team;

- l. 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;
- m. avoid the use of banned substances that contravene the rules of the International Olympic Committee (IOC), the rules of the International Federation and the Canadian Policy on Doping in Sport;
- n. 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 OTTA, Sport Canada, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so;
- o. 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;
- p. participate, if asked by the OTTA to do so, in any Doping Control/Education Program developed by the PSO/MSO in co-operation with Sport Canada and the CCES;
- q. avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;
- r. participate in sport-related, non-commercial promotional activities on behalf of the Government of Ontario. The OTTA 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;
- s. adhere to and comply with the OTTA dispute mechanism procedure in the event of a dispute relating to or arising out of this Agreement;
- t. actively participate in all Ontario AAP evaluation activities. Athletes will co-operate fully in any evaluation of the Ontario AAP that may be conducted by the Minister or anyone authorized to act on the Minister's behalf and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation;
- u. spend the Ontario AAP funding obtained only on the following items:
 - Normal living costs
 - Costs directly associated with training (e.g. coaching, facility fees, other athlete services)
 - Costs associated with attending training camps and competitions (e.g. entry fees, travel costs)
 - Sport specific equipment
 - Tuition and education related expenses (e.g. books, fees).

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, the following shall occur:

- i. The one party shall notify the other party in writing of the particulars of the alleged default.
 - ii. 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.
 - iii. 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.

<p>All minimum eligibility criteria for athletes within the <i>QUEST FOR GOLD</i> Program (OAAP) apply to this agreement.</p>
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4. Resolution of Disputes

OTTA and the ATHLETE agree that alleged breaches and disputes relating to this Agreement shall be dealt with as follows:

- a) In dealing with alleged breaches and disputes relating to this Agreement, time shall be of the essence.
- b) Information pertaining to alleged breaches or disputes relating to this Agreement shall be kept confidential. Except for disclosures to the Ministry of Tourism, Culture and Sport, which the ATHLETE and the OTTA hereby authorise for the purpose of administering the Ontario AAP, such information shall only be disclosed to outside parties with the express permission of the OTTA and the ATHLETE, unless such disclosure is required by law, is mandated by the policies of the OTTA or the Government of Ontario, or is required by virtue of a contractual commitment the OTTA or the ATHLETE may have to another party or parties.
- c) Where the Provincial Coach, in consultation with the VP responsible

- for the High Performance Program, is of the view that the ATHLETE is in breach of any of the provisions of this Agreement, the ATHLETE shall be notified immediately by e-mail with a copy by regular mail. The VP responsible for High Performance shall be copied on all correspondence pertaining to the alleged breach.
- d) In the event that the Provincial Coach and VP responsible for High Performance cannot remedy the alleged breach within 14 days after the ATHLETE has been notified, the matter shall be referred to the President of the OTTA who shall, within 14 days, investigate and decide the dispute.
- e) In deciding the dispute, the President shall have the authority to stipulate specific performance to remedy the breach of the Agreement and/or to discipline the ATHLETE by applying any one or combination of the following disciplinary sanctions:
- i. a written reprimand;
 - ii. removal of certain High Performance Program privileges;
 - iii. suspending the ATHLETE from further participation on the Provincial Teams Program, either for specified events or for a specified period of time;
 - iv. dismissing the ATHLETE from the Provincial Teams Program;
 - v. termination of this Agreement; and/or
 - vi. any other sanction that it considers appropriate in the circumstances.
- f) Where the ATHLETE is of the view that the Provincial Coach, the VP responsible for High Performance, or any other representative of OTTA is in breach of any of the provisions of this Agreement, the ATHLETE shall notify the OTTA President who shall investigate and decide the dispute in a timely manner.
- g) Any decision made with respect to an alleged breach of this Agreement may be referred to OTTA policies pertaining to the resolution of disputes, including the OTTA Appeals Policy.

Duration of Agreement

This AGREEMENT comes into force on the date that the Ministry of Health Promotion and Sport issues an Approval Letter announcing the award of Ontario AAP funding to the ATHLETE and shall be in effect for a period of one year from the date of that Approval Letter, unless terminated earlier.

Athlete Declaration

I hereby declare that in return for any financial assistance provided by the *QUEST FOR GOLD* – Ontario Athlete Assistance Program, I undertake to fulfil all commitments and responsibilities outlined in the booklet “OAAP Athlete Handbook” and my Athlete/PSO/MSO Agreement. I agree to refund any assistance provided to me, should my eligibility status change or my carded status be withdrawn, effective the withdrawal/change of status date.

Athlete signature

Date

Parent signature (if athlete is under 18)

Date

PSO/MSO representative signature

Date