



Dear Team Member,

Congratulations on being selected to the Canadian Team for the 2009 Summer Universiade in Belgrade, Serbia. We trust that your experience at this year's Universiade will be both positive and memorable. As a member of the Team, it is important that you understand your responsibilities as a representative of Canada. Your selection by your National Sport Federation is conditional upon your entering into the following **CANADIAN INTERUNIVERSITY SPORT 2009 UNIVERSIADE TEAM AGREEMENT** and observing the terms outlined.

This is a legally binding Agreement. Every attempt was made to simplify the wording while also satisfying the legal requirements.

Please read this document carefully. After you have read the document please print, complete, sign and return to the CIS International Programs Office the **Signature Form only**. Signing the Signature Form will be confirmation that you have read, accept, and agree to be bound by, the Team Agreement. In an effort to limit the number of documents you receive, a **confirmation chart for uniforms sizing** is also included.

In closing we would like to thank you for your assistance. We look forward to meeting you this Summer in Harbin and assisting you in your athletic endeavours at the 2009 Universiade.

Sincerely yours,

Dick White
Chef de Mission
University of Regina
E-mail: canada@universitiesport.ca



CANADIAN INTERUNIVERSITY SPORT 2009 UNIVERSIADE TEAM AGREEMENT

1. INTRODUCTION

- 1.1 THIS AGREEMENT sets out the terms and conditions which govern my selection as a member of the 2009 Universiade Team ("The Team"). I understand that my selection to The Team by my National Sport Federation was and is conditional upon my undertaking to do my best and to observe and comply with the terms and conditions of this Agreement. I have read and understand this Agreement and agree to be bound by it.
- 1.2 WHEREAS, Canadian Interuniversity Sport (CIS) has vested with the National Sport Federation, the responsibility for establishing selection criteria for the participation of their respective athletes in the 2009 Summer Universiade in Belgrade Serbia.
- 1.3 WHEREAS, the CIS will consider the selection criteria as determined by the respective National Sport Federation to be final, subject only to the CIS responsibility to ensure adherence to FISU eligibility rules, and CIS regulations in effect for the 2009 Universiade;

Now therefore the parties agree to the following:

- 1.4 This Agreement will commence, regardless of the date it was signed, from the earliest date of the Team member's arrival in the Universiade Athletes Village and will end on the last day following the Team member's final departure from the Universiade Athletes Village.
- 1.5 I agree to be bound by and to comply with all the rules and regulations in existence at the commencement of this Agreement which are adopted by the CIS, FISU, my National Sport Federation, and my International Sport Federation. Which rules and regulations of these organizations have precedence shall, in the case of ambiguity, be determined by this Agreement.

2. APPLICATION OF THIS AGREEMENT

- 2.1 I acknowledge that my continued participation in the 2009 Universiade is subject to my compliance with all CIS rules and regulations, and my compliance with the rules and regulations of FISU and my International Sport Federation, respectively, excluding discipline and dispute resolution processes, which shall in every case be resolved according to this Agreement, while it remains in effect.

- 2.2 For any period of time when this Agreement is not in effect, I agree that I will deal with any issues arising from my National Sport Federation's selection criteria or dispute resolution processes for the 2009 Universiade Team pursuant to all appeal provisions available to me through my National Sport Federation.

3. CODE OF CONDUCT

For so long as this Agreement is in effect I agree to accept the following provisions regarding my conduct. Failure to follow these rules of conduct may result in discipline being taken against me.

- 3.1 I agree to subscribe to the values of fair play and ethical behavior.
- 3.2 I agree to abide by the laws of the host country.
- 3.3 I agree to respect the personal environment and property of my team mates, competitors, and that of the organizing committee and host country.
- 3.4 I acknowledge that I have made myself aware of the rules governing use of prohibited substances and practices established by the CIS, FISU, the International Olympic Committee, my National Sports Federation and my International Sports Federation. I agree to abide by and comply with those rules.
- 3.5 I agree to comply with all reasonable directions given by the Canadian Chief Medical Officer or designate, and hereby authorise and consent to emergency medical treatment where my prior consent to such treatment cannot be reasonably obtained.
- 3.6 I agree to comply with all reasonable directions given by the Canadian Team Coach of my sport or her/his designate.
- 3.7 I agree to comply with all reasonable directions given by the Canadian Chef de Mission or his/her designate

4. DISPUTES WHERE THERE IS A CRITICAL LACK OF TIME

- 4.1 Breaches of this Team Agreement, complaints regarding breaches of the Code of Conduct and disputes that arise during competitions, at events or in any situation where this Team Agreement applies, but where there is no time to implement the Complaint process contained in the CIS Rules, may be dealt with immediately by the person having been given the authority to act by the CIS.
- 4.2 The CIS President shall formally designate the CIS Chef de Mission (or his/her further designate in the event of a conflict of interest) to represent the CIS. The Chef de Mission (or his/her designate) shall have the express authority to act pursuant to paragraphs 4.1 through 4.6. Notwithstanding any other process contained in this Team Agreement or the CIS Rules 90.40, nothing shall prevent the CIS Chef de Mission from taking and imposing, on an interim basis, immediate, informal, corrective disciplinary action where appropriate.

- 4.3 Any interim sanction, discipline or remedy imposed by the Chef de Mission (or his/her designate) shall:
- a) be reasonable and proportionate to the conduct complained of after hearing the Athlete's or other person's version of events;
 - b) remain in effect only for the duration of the competition, event or activity; and
 - c) where the decision is to remove the Athlete or other person from competition or the Team such a decision may only be made after consultation with the CIS President or Executive Director of the CIS and the Director of International Programs.
- 4.4 Further sanctions or remedies may be imposed on the Athlete or other person after the competition, event or activity in the discretion of CIS in accordance with CIS Policy 90.40. After the competition, event or activity the interim sanctions or remedies may be reviewed, at the option of the Athlete or other person, by reporting a complaint to the President in accordance with CIS Policy 90.40.
- 4.5 The decision of the Chef de Mission (or his/her designate) shall be binding on all parties to this Agreement. Failure by any party to comply with a decision of the Chef de Mission (or his/her designate) shall result in an automatic suspension of membership on the CIS Team and no further right to any participation in any CIS related activities. The suspension shall continue until such time as the decisions of the Chef de Mission (or his/her designate) are fully complied with.
- 4.6 A decision of the Chef de Mission (or his/her designate), made pursuant to paragraphs 4.1 through 4.6, is effective immediately but may be appealed in accordance with Article 5 Appeal Process.

5. APPEAL PROCESS

While this Agreement remains in effect, there shall be a right to appeal the decisions made by the Chef de mission, CIS Mission staff or National Sport Federations.

- 5.1 The following appeal procedure, which conforms to the principles of fairness and natural justice, shall be available at the Universiade.
- 5.2 All decisions made by the Chef de Mission, CIS Mission Staff or National Sport Federation may be appealed by the individual directly affected. A written notice of appeal must be submitted to the Chef de Mission within twelve (12) hours of the receipt of notice of the decision to be appealed. This notice of appeal must give a precise and concise statement of the facts and circumstances and the reasons why the individual considers the decision to be incorrect.
- 5.3 The CIS Appeals Committee will be comprised of three members. The selection of the Appeals Committee will be jointly done by the Chef de Mission and the appellant (the team member lodging the appeal) whereby each party shall nominate one member to the Appeals Committee. If the team member does not wish to nominate a member of the Appeals Committee, the Chef de Mission will nominate the two

members. These two members shall select a third member to the Appeals Committee who will act as Chair. All members of the Appeals Committee shall be independent and unconnected to the matters in dispute.

- 5.4 The appeal procedure shall be confidential. Each party shall agree, in writing, that all matters brought out in the appeal hearing, including evidence, statements and reasons are to remain confidential. A statement reflecting the decision and the result will be made public, however, all matters pertaining to the conduct of the appeal and the actual hearing will remain confidential.
- 5.5 If an appeal is to be heard, a preliminary meeting will be held between the parties and the Appeals Committee to determine:
- i) The issues in dispute,
 - ii) The agreed facts, if any,
 - iii) The documents to be produced and by whom,
 - iv) The procedures to be followed,
 - v) The specifics of the appeal hearing eg. date, time, place

All parties will sign acceptance of the appeal process to be followed. Any subsequent variation would require the signed acceptance of all parties.

- 5.6 The Appeals Committee shall render a written decision confirming or overruling the decision under appeal within 24 hours following the conclusion of the hearing and shall deliver a copy to the appellant and the Chef de Mission. The decision of the Appeals Committee shall be final and binding and the parties shall not further appeal such decision or ask for a variance of such decision.
- 5.7 The Appeals Committee shall not have the power to alter or change any provisions of any contract or agreement between the parties or substitute any new provisions for any agreement or contract for the existing provisions, nor shall have the power to amend the bylaws or other contesting or governing documents of the CIS or National Sports Federation.

NOTE: It is suggested that athletes obtain a copy of the "**Athletes Rights and Obligations**" written by Rachel Corbett and Hillary Findlay.

6. INDEMNIFICATION

I expressly agree that the CIS, its servants, agents or employees shall not under any circumstances whatsoever be under any liability to me, my heirs, executors, administrators and assigns, for any loss, damage or injury of whatsoever kind arising directly or indirectly from any act, neglect or fault (whether negligent or otherwise) on the part of the CIS and connected with my membership on the Team, my participation in the Universiade, any disciplinary action taken against or directed at me by the CIS and I hereby indemnify and will at all times hereafter well and sufficiently indemnify and keep fully indemnified the CIS from and against all actions, suits, causes of action, proceedings, claims, demands, costs and

expenses whatsoever which may be taken or made against the CIS or incurred or become payable by the CIS in conjunction with, or arising out of any such loss, damage or injury.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and/or Canada.

8. ENTIRE AGREEMENT

This Agreement and its schedules are the entire agreement between the parties and there are no obligations of either party other than that set out here

9. MODIFICATIONS

Any amendments to this Agreement are invalid, unless in writing and signed by the parties

10. COOPERATION

Each of the parties will execute any document and do anything reasonably required from time to time to perform his, her or its obligations under this Agreement.

11. UNIFORMS

The CIS is constantly working on upgrading the clothing package through sponsorships, and will provide a comprehensive general team outfit for each team member. All competition wear is the responsibility of each sport. A clothing policy will be provided on site.

12. MARKETING

The Team Member hereby gives their irrevocable consent for CIS to reproduce, use, publish and distribute their likeness, image or identifiable attributes, without charge, in any format or media worldwide, in any or all of CIS's promotional material until January 2011. Specifically, the team member is aware that material bearing their likeness, image or identifiable attributes will be used to promote Canada's participation in these and future Universiades, and will be used in commercial and promotional activities seeking to generate sponsorship, licensing, advertising and marketing programs for the next four years ending January 2011. All such use is consented to.



Canadian Interuniversity Sport
Sport interuniversitaire canadien

**CANADIAN INTERUNIVERSITY SPORT
2009 UNIVERSIADE
TEAM AGREEMENT
SIGNATURE FORM**

By signing I am agreeing with and accepting all of the foregoing.

NAME OF TEAM MEMBER (please print): _____

SPORT: _____

CURRENT MAILING ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

UNIFORM SIZING CHART

ITEM (Please check 1 size per item*)	small	medium	large	x-large	xx-large	xxx-large
Tops (jacket, t-shirt, polo)						
Bottoms (pants & shorts)						

*** Men's and women's sizing!**

I have read and understand the contents of the document titled CANADIAN INTERUNIVERSITY SPORT 2009 UNIVERSIADE TEAM AGREEMENT and agree to adhere to its rules and regulations and abide by the spirit of this document.

Team member's Signature

Date of Signature

Signature of Witness

Name of Witness (please print)

Address of Witness

This document must be completed, signed, and mailed or faxed to the address below prior to **May 15th, 2009.**

CIS International Programs Services, 801 King Edward Ave., Ottawa, ON, K1N 6N5
Phone: (613) 562-5670, Fax: (613) 562-5669

**The information collected in this form is used and disclosed by Canadian Interuniversity Sport ("CIS") in accordance with the terms of CIS' Personal Information Protection Policy. For further information about CIS' collection, use and disclosure of personal information, see our Personal Information Protection Policy at www.universitysport.ca*