

QUEST FOR GOLD
Ontario Athlete Assistance Program (OAAP)

In order to be eligible for athlete assistance from the Province of Ontario each provincial level athlete must return a signed copy of their Ontario Table Tennis Association/Athlete Agreement to the Ontario Table Tennis Association (OTTA) along with the completed Ontario Athlete Assistance Program application.

It is the responsibility of OTTA to develop and provide copies of their OTTA/Athlete Agreement to athletes who are being nominated for OAAP funding.

It is the responsibility of the OTTA to notify the Ministry when an athlete has violated the terms of the Agreement and has been removed from the OAAP by OTTA.

Section 1: Policies

The purpose of the Athlete/OTTA Agreement is to set down in writing the rights, responsibilities and obligations of the athlete and the Ontario Table Tennis Association (OTTA)

The Agreement must clearly specify the following:

- Benefits available to the Ontario carded athlete through OTTA.
- The OTTA obligations.
- The athlete's obligations, including a commitment to follow an agreed-upon training and competitive program.
- Any other commitments to the OTTA that the Ontario carded athlete is required to make (for instance, time, promotional activities or financial commitments).
- The Agreement's duration (not to exceed one carding year).
- Specific OTTA policies the carded athlete must abide by, including the following:
 - ❖ the OTTA anti-doping policy;
 - ❖ the Canadian Policy on Doping in Sport;
 - ❖ Ontario OAAP eligibility criteria; and
- The dispute mechanism and related procedures/ processes that will be used in any dispute between the **carded** athlete and the OTTA relating to or arising out of the OTTA Agreement. This procedure must conform to natural justice and procedural fairness.

Notes:

- Ontario carding is contingent upon an athlete agreeing to all conditions in his or her Athlete/OTTA Agreement. In other words, athletes must negotiate any changes to the Athlete/OTTA Agreement directly with the OTTA.
- All clauses in the Agreement must clearly define the athlete's expected conduct.
- The Agreement must be in plain, understandable language, not legal jargon. Basic rights such as freedom of speech and confidentiality of medical records must be respected.

Section 2: Procedures

- 1) The Athlete/OTTA Agreement is approved by the OTTA.
- 2) The Agreement is modified as required. For example, individual athletes may need to modify or negotiate specific clauses to fit their situation.

It is the OTTAs responsibility to ensure that all Ontario carded athletes sign their Athlete/OTTA Agreement.

The OTTA must indicate in the space provided within the Ontario Carding Application that they have received a signed copy of the Athlete / OTTA agreement. Athletes for whom the OTTA has not received the signed agreement will not be eligible for Ontario Athlete Assistance under the Quest For Gold Program until such time as the signed agreement is received by the PSO/MSO.

“All minimum OAAP eligibility criteria for athletes within the Quest for Gold program apply to this agreement”.

The terms and conditions of the *Quest for Gold* Program (contained within the athlete application) require athlete recipients to retain all records and documents related to the grant (e.g. receipts) for a three-year period and must make them available for inspection by the Ministry of Health Promotion when requested. However, the Ministry will not be requesting receipts from carded athletes on an ongoing basis. The OTTA can request receipts on an ongoing basis if this requirement is stipulated in the OTTA – Athlete Agreement.

Athlete – Ontario Table Tennis Agreement

AGREEMENT made this _____ day of _____, 200__

BETWEEN

The **ONTARIO TABLE TENNIS ASSOCIATION** having its provincial office at P.O. Box 42040, Conestoga Post Office 550 King Street North, Waterloo, Ontario (hereinafter referred to as “the OTTA”

AND

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

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

WHEREAS the OTTA is recognized by TABLE TENNIS CANADA (the OTTAs National Federation) and The Ministry of Health Promotion Ontario 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 OTTA and the Athlete who applies for assistance under the Ontario AAP;

AND WHEREAS the National Federation requires that OTTA certify the eligibility of the Athlete to compete as a member in good standing;

NOW THEREFORE the parties agree to the following:

OTTA’s Obligations

1. The OTTA shall:

- i. 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;
- ii. Publish criteria for the selection of athletes to the Ontario AAP before the selection process begins for the particular sport;
- iii. Select athletes to be recommended for carding who meet Ontario AAP criteria;

- iv. Organize programs and provide funding for the development and provision of coaching expertise, officials and event training centres in Ontario in the sport of TABLE TENNIS in accordance with the budget of the OTTA;
- v. Assist the Athlete in obtaining quality medical care and advice;
- vi. Regularly provide Provincial Team and OAAP information (training and competition) to the Athlete in the form of mailed correspondence;
- vii. Provide a formal review of the Athlete's annual training program;
- viii. Provide funding for the Athlete for training camps and competitions in accordance with the budget of the OTTA;
- ix. 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.

Athlete's Obligations

2. The Athlete shall:

- i. Adhere to the Ontario Table Tennis Code of Conduct and Standards of behavior.
- ii. Will provide to the Ontario Table Tennis office when submitting their Quest for Gold OAAP application:
 - a. His/Her monthly Training plan from April 1, 2009 to March 31, 2010.
 - b. A clear statement of support from the parent(s) guardian of the athlete (As outlined in the Athlete Selection Criteria.)
- iii. Recognize the responsibilities of the coaches in coaching-related decisions and follow the training and competitive program mutually agreed to by the following:
 - a. The OTTA representative responsible for developing and monitoring Provincial Team training and competitive programs (the Provincial Coach or High Performance Director, for example);
 - b. The Athlete's personal coach; and
 - c. The Athlete;
- iv. 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;
- v. Provide the Provincial Coach or his or her designate, 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;
 - a. The coach has an obligation to submit plans and reports (yearly and monthly) to OTTA as stated in the selection criteria. Documents must be submitted to OTTA no later than 30 days after announcing holders of the Ontario Card.
 - b. Monthly plans must be presented on the 25th of each month for the following month and reports written on the 1st and 10th of each month.
 - c. Failure to submit reports will lead to the loss of the opportunity to be a candidate for Ontario Card the following year.
- vi. Participate in all mandatory training camps and competitions:
 - a. Ontario Championships (all applicable categories)

- b. Ontario Games (if they qualify)
 - c. Ontario Selection tournaments (if they are invited)
 - d. Canadian Championships (all applicable categories)
 - e. North American Championships (if selected by National Team)
 - f. At least two competitions organized in Canada where players from more than one province are participating
 - g. At least three sanctioned events in Ontario
 - h. Any competition in North America where players are invited as part of the Canadian National Team
 - i. **Absence from competitions can be justified by a recognized sports doctor or by the Athlete Selection committee excuse after written request.**
- vii. 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 as stated above.
 - viii. Agree to compete for Ontario from one year from being enrolled in Program (from date of receipt of Minister's letter informing athlete of enrolment), dress in the Provincial Team uniform and other official clothing, if applicable, while traveling or participating as part of the Provincial Team;
 - ix. 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;
 - x. 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;
 - xi. 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;
 - xii. 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;
 - xiii. Participate, if asked by the OTTA to do so, in any Doping Control/Education Program developed by the OTTA in co-operation with Sport Canada and the CCES;
 - xiv. Avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;
 - xv. 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;
 - xvi. Adhere to and comply with the OTTA's dispute mechanism procedure in the event of a dispute relating to or arising out of this Agreement;
 - xvii. 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;
 - xviii. Spend the OAAP funding obtained only on the following items:
 - a. Normal living costs

- b. Costs directly associated with training (e.g. coaching, facility fees, other athlete services)
- c. Costs associated with attending training camps and competitions (e.g. entry fees, travel costs)
- d. Sport specific equipment
- e. Tuition and education related expenses (e.g. books, fees)
- f. **Note: The OTTA can request receipts on an ongoing basis to ensure carded athletes are spending their funding on the appropriate items.**

3. Default of Agreement

- i. 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:
 - a. The one party shall notify the other party in writing of the particulars of the alleged default.
 - b. 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.
 - c. 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.
- ii. 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.

All minimum eligibility criteria for athletes within the Quest for Gold Program (OAAP) apply to this agreement.

4. Resolution of Disputes

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

- i. In dealing with alleged breaches and disputes relating to this Agreement, time shall be of the essence.
- ii. Information pertaining to alleged breaches or disputes relating to this Agreement shall be kept confidential, and such information shall only be disclosed to outside parties with the express permission of OTTA and the ATHLETE, unless such disclosure is required by law, is mandated by the policies of OTTA or the Government of Ontario, or is required

- by virtue of a contractual commitment OTTA or the ATHLETE may have to another party or parties.
- iii. 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.
 - iv. In the event that the Provincial Coach and VP responsible for High Performance cannot remedy the alleged breach with 14 days after the ATHLETE has been notified, the matter shall be referred to the President of OTTA who shall, within 14 days, investigate and decide the dispute.
 - v. 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:
 - a. A written reprimand;
 - b. Removal of certain High Performance Program privileges;
 - c. Suspending the ATHLETE from further participation on the Provincial Teams Program, either for specified events or for a specified period of time;
 - d. Dismissing the ATHLETE from the Provincial Teams Program;
 - e. Termination of this Agreement; and/or
 - f. Any other sanction that it considers appropriate in the circumstances.
 - vi. 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.
 - vii. Any decision made with respect to an alleged breach of this Agreement may be referred to OTTA's policies pertaining to the resolution of disputes, including the OTTA Appeals Policy.

Duration of Agreement

This AGREEMENT comes into force on **April 1, 2009**, and terminates on **March 31, 2010**.

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 fulfill all commitments and responsibilities outlined in the booklet “OAAP Athlete Handbook” and my Athlete/OTTA 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



ONTARIO TABLE TENNIS ASSOCIATION

Quest for Gold 2008-09 Athlete Agreement

Ontario Table Tennis Association #308 – 2211 Riverside Dr. Ottawa, Ontario K1H 7X5
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OTTA representative signature

Date