

BOBSLEIGH CANADA SKELETON
NATIONAL DEVELOPMENT PROGRAM ATHLETE FEE REIMBURSEMENT POLICY

BETWEEN:

BOBSLEIGH CANADA SKELETON (“BCS”)

-and-

NATIONAL DEVELOPMENT PROGRAM ATHLETE (“NDT”)

1. General Intent

- a) This document is intended for use by the Bobsleigh Canada Skeleton National Development Program and shall govern the relationship between BCS and the Athlete. This includes without limitation all Americas Cup and Europa Cup Circuit events set forth in the yearly schedule.
- b) This Agreement is intended to formalize and provide transparency and clarification with respect to the creation and collection of Athlete fees by BCS. It is acknowledged and agreed by both parties that Athlete fees are collected in order to meet the financial obligations of the BCS Development Program. In the event of a conflict between BCS’s various policies and rules and this Agreement, this Agreement shall prevail to the extent of any conflicts or inconsistencies.
- c) BCS acknowledges and agrees that its policies and rules regarding fee collection and spending will be administered fairly and that any disputes that may arise from time to time will be resolved in a manner consistent with the principles of natural justice and procedural fairness;
- d) BCS acknowledges and respects that the Athlete is firstly a person and that at all times the Athlete’s rights and safety will be respected;
- e) For the purpose of this agreement a Development Athlete refers to someone named to the National Development Team and herein may be referred to as athlete.

2. Term

This Agreement shall commence on and be effective from **October 25, 2011** and shall terminate on **October 24, 2012**, unless sooner terminated pursuant to the provisions contained herein (the “Term”).

3. Obligations of BCS

BCS shall undergo the following process, in conjunction with the Athlete Council to finalize the National Development Competitive Program, overall budget, and athlete fees:

- a) The National Development Coordinator is responsible for the creation of the National

Development Competitive Program and budget. 1) Attempt to provide the best competition and growth opportunities for the athletes. 2) Keeping in consideration the financial budget available by BCS. 3) Attempting to limit the financial burden on the athletes.

- b) When a draft of this program is created (on or about June 1st), input will be requested from the Athletes' Council.
- c) BCS will contribute to the National Development Budget taking into account the overall needs of the program and the seasonal priorities. When BCS knows the amount of funds coming from athlete fee's they will contribute the remainder of the development budget requirements.
- d) The Development Coordinator will clearly communicate the deadlines for submitting Athletes fees, as well as any potential programs that may possibly benefit the athletes as they relate to their fees (tax receipts, donations, etc)
- e) BCS will provide a copy of the BCS/Sport Canada AAP Carding criteria, as well as a list of BCS athletes that are currently carded.
- f) BCS will provide no additional insight or guidance on the possible carding status of development program athletes.
- g) The budget and tour schedule will be made available to the development athletes at the last Development Camp.

4. Obligations of the Athlete

The Athlete shall, throughout the Term:

- a) The Athlete will attend all National Development Program Camps that they are eligible for during the current season. They will be a member in good standing of a recognized BCS club and/or provincial association; have a valid passport, and be eligible for a FIBT license. All athletes must attend all BCS meetings and functions as specified by the BCS coaching staff and abide by all policies, rules and regulations of BCS in effect. Absence will be granted on a case-by-case basis.
- b) Athletes will submit their fee to BCS within five (5) days of being named to the National Development Team. If Athletes fees are not received by BCS within five (5) days, and replacement athlete will be named to the team in his/her place.
- c) Athletes will adhere to all policies and procedures outlined in the Athlete Agreement.

5. Important Athlete Fee Dates/Procedures

- a. Following are important dates/procedures for payment of fees and any reimbursement options:
- b. The athlete fees will be due at 12pm five (5) days following the naming of the National Development Team;
- c. The athlete fees will only be reimbursed under the following conditions (in all cases the amount will be based on expenditures already incurred as outlined in the development budget):
- d. There is a death/illness in the immediate family.

- e. If a major injury occurs and you cannot return to competition for an extended period of time. Medical examination is required.
- f. If an athlete who has moved up to WC (1) An amount will be determined for the period of time the athlete spends away from the Development tour and a refund may be given. (2) If the athlete is replaced, the new athlete coming in will be required to pay a fee for the time they are part of the development tour.
- g. No athlete fee reimbursement will be given if any part of the athlete agreement is violated.
- h. If a change happens to the Development schedule, which is due to circumstances out of BCS's control, which result in a budget surplus a reimbursement plan may be drafted.
- i. If any changes to the tour occur, consultation with the development team should be considered.
- j. If an athlete retires after making full commitment to the Development program BCS may consider looking at formulating a partial reimbursement plan.