

Orienteering USA

SENIOR TEAM ATHLETE AGREEMENT

For all National Team Athletes & 2017 WOC Athletes who are not yet part of the Team,

AGREEMENT made this day of the month of _____ 201_

BETWEEN:

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

(ADDRESS) _____

AND

Orienteering USA, having its national office at P.O. Box 505, Riderwood, MD 21139

Phone: (410) 802-1125, E-mail: gjs@orienteeringusa.org (hereinafter referred to as "OUSA")

OUSA is recognized by the International Orienteering Federation (hereinafter referred to as IOF) as the sole national governing organization for the sport of Orienteering in the United States of America. The IOF requires that OUSA certify the eligibility of the Athlete to compete as a member in good standing and that the Athlete be aware of and abide by all policies pertaining to the use of drugs and doping in the sport. The Athlete wishes to be an active competitor in IOF/OUSA sanctioned events with his or her rights and obligations clearly defined. This document outlines the relationship between OUSA and the Athlete by establishing their respective rights and obligations.

NOW THEREFORE the parties agree to the following:

1. OUSA OBLIGATIONS

OUSA shall:

- (a) administer funds designated for use by the Team, facilitate fundraising efforts initiated by the Team,, make every effort to fully fund the Team selected to go to WOC through board support and assistance in fundraising [all fundraising done on behalf of the Senior Team is to be forwarded to OUSA for allocation by the Executive Steering Committee (ESC)];
- (b) organize, select, register and operate teams of Athletes and team officials which will represent the USA at the World Orienteering Championships (WOC), World University Orienteering Championships (WUOC), World Cup (WC) and any other events requiring OUSA approval. This will be done in a just and fair manner;
- (c) publish selection criteria for the WOC team before the end of 2016, and at least 2 months prior to the selection for other events;
- (d) provide the Athlete selected to be a member of the Team and any additional WOC athletes with a current official uniform shirt (or the equivalent \$ amount toward other current uniform expenses if the athlete does not need another shirt) and the opportunity to purchase additional parts of the current uniform;
- (e) provide an appeal procedure that is in conformity with the generally accepted principles of natural justice and due process and conforms to the rules set forth by OUSA with respect to any dispute the Athlete may have with OUSA (see paragraph 5);
- (f) notify the Athlete as soon as possible of any changes to the National Team rules, regulations and procedures;
- (g) redraft Athlete agreements as needed to reflect current realities;

2. ATHLETE OBLIGATIONS

The Athlete shall:

- (a) be a fully registered member in good standing of OUSA (this means the Athlete must register and pay all OUSA membership fees on a yearly basis);

- (b) commit to training consistently and well with the goal of an excellent personal performance at events including the WOC, the WUOC, the WC or other International event(s);
- (c) have a personal coach (the ESC will assist team members who have difficulty finding a coach);
- (d) maintain an annual plan that is reviewed by the personal coach on a regular basis; a copy of said plan will be submitted to the designated ESC member for review, preferably within 2 weeks of submitting this Athlete Agreement;
- (e) log training on Attackpoint, making the log accessible to at least the personal coach;
- (f) notify OUSA immediately, in writing of any injury or other legitimate reason that will prevent the Athlete from competing at the 2017 WOC, WUOC, or WC event if the Athlete has been selected to compete at one or more of these events. Provide as much notice as possible so that there is the opportunity for alternates to make the necessary arrangements to compete;
- (g) understand that after committing to a position on any of the WOC, WUOC, WC or other international event, the Athlete is liable for costs incurred by OUSA for the Athlete's registration and other arrangements made by OUSA, even if the Athlete is unable to attend the event.
- (h) provide OUSA with current contact information so that the Athlete can be reached throughout the year;
- (i) respond to communication and requests from OUSA in a timely manner and pay all OUSA invoices in a timely manner; timely manner being that specified in the request or communication.
- (j) avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation for a competition of any Athlete;
- (k) abide by OUSA Rules and Code of Conduct (section 3 below);
- (l) avoid the use of banned drugs in contravention of the rules of WADA (World Anti Doping Administration), USADA and any other authority deemed appropriate by IOF and OUSA.
- (m) dress in the current National Team uniform when participating in designated National Team activities; the current National Team uniform shall not be sold, loaned, traded or otherwise mishandled or changed without the permission of OUSA. The Athlete must have the mandatory team gear (currently the shirt, pants or tights, socks, and warm-up) from when the uniform is delivered until the end of that year. If the Athlete wants to trade part of their uniform away, it must be a non-mandatory item or a duplicate item that the Athlete has purchased. The National Team uniform may be loaned to members of the current year's National/Junior National Team if needed;
- (n) dress in the current National Team uniform or any other official clothing during competition days of IOF sanctioned competitions (WRE, WOC, WUOC, WC), the United States Orienteering Championships, and the North American Orienteering Championships; club uniforms may be worn for all other competitions and training; club uniforms may be worn in US Relay Championships.
- (o) refrain from wearing the uniforms of any other national team when participating in any designated activities, including IOF sanctioned events (WRE, WOC, WC), the United States Orienteering Championships, NAOC, official marketing activities and media appearances on behalf of OUSA;
- (p) make a concerted effort to attend and compete at US Orienteering Championships and North American Orienteering Championships (in other words, we would like you to prioritize the US Championships and NAOC on your competition list and attend if your schedule and finances permit);
- (q) take an active role in communication projects regarding the national team i.e. team photos, ONA, team thank-you letters, press conferences, national team blog postings; such activities may be reasonably requested by OUSA, where the scheduling does not unreasonably interfere with the Athlete's training, competition, employment or education;
- (r) actively participate in fundraising efforts for the Team fund. An Athlete may choose to fundraise for him/

herself. Money raised during fundraising efforts that are billed as fundraisers for the national teams, must be forwarded to the OUSA;

- (s) ensure that OUSA is party to all endorsement and sponsorship contracts and contracts with agents entered into by the Athlete; this excludes any personal endorsement for the Athlete as an individual with no connection to the sport of orienteering or the National Orienteering Team;
- (t) utilize the grievance procedure referred to in paragraph 1 (e) for the remedy of complaints and issues especially where the situation involves the conduct or performance of OUSA volunteers or staff or coaches;
- (u) provide regular feedback to the ESC on issues facing the National Team;
- (v) attend race banquets and award ceremonies where possible;
- (w) be responsible for providing personal travel health insurance.

3. ATHLETE CODE OF CONDUCT

As representatives of the United States and OUSA, the Senior Team members are expected to conduct themselves in a dignified and responsible manner at all times, maintaining respect and consideration towards the public, the coaches, other athletes, media personnel, officials and volunteers/staff involved with orienteering. This includes but is not limited to respecting OUSA and IOF competition rules.

The following behavior is unacceptable:

- a. Any action or conduct that would, at the discretion of the designated individual who is directly responsible for the team (usually the team leader), unreasonably disrupt or interfere with a competition or training camp, or is detrimental to the reputation or image of the National Team or OUSA.
- b. Any illegal activities, including committing an act that is considered an offense under any law, including applicable US law, in the jurisdiction in which the act took place (including underage drinking & impaired driving).
- c. Breaking curfew regulations as defined by the Team Leader directly responsible for the team.
- d. The willful abuse of property owned, rented, borrowed or leased by OUSA including vehicles, motel/hotel rooms and team equipment.

Infractions of the Athlete Code of Conduct will result in the imposition of disciplinary sanctions that are reasonable and proportionate to the conduct complained of (see paragraph 5). Sanctions can include, but are not limited to the following: loss of eligibility to participate in OUSA sanctioned activities on an interim or permanent basis; loss of any further financial support for training and competition from OUSA; the requirement to pay compensation for any damaged property, loss of "membership in good standing", loss of membership on the Team.

Enforcement of the Code of Conduct will be the responsibility of the OUSA designated individual who is directly responsible for a specific team. Prior to the imposition of any disciplinary sanction, the designated individual will meet with, hear and consider the Athlete's version of events. In a case where there is a conflict between an Athlete and the OUSA designated individual regarding the interpretation of this policy and/or the disciplinary sanction imposed, the Athlete has recourse as outlined in paragraph 5.

4. ENDORSEMENT, SPONSORSHIP AND MARKETING POLICY

The Endorsement, Sponsorship and Marketing Policy is in place to ultimately help the Team. The intention is to provide some exposure at high profile events for our potential sponsors and thereby increase the ability of OUSA and the ESC to obtain sponsors. Wearing the National Team uniform at the US Orienteering Championships is also seen as a chance to raise the profile of the National Team amongst the general US orienteering population. We hope this will increase support for the Team from masters runners and inspire junior runners. Athletes still have the opportunity to wear their

club uniforms at all other events including relay and non-championship events. In addition, athletes have space for personal sponsors on their National Team uniforms. Details are provided below.

Personal Attributes

This refers to the specific image, name, photograph, description or other identifiable property of the Athlete.

When the individual's attribute has no identification whatsoever (including uniform and team clothing) with OUSA or its teams, program or events the attribute belongs exclusively to the Athlete.

When an Athlete is acting as an individual, OUSA accepts and acknowledges it has no rights to market his/her individual properties without the consent of the Athlete.

Athlete Attributes

When an individual's attribute, whether appearing individually or as part of a group, can be identified by uniform, clothing, equipment or activity as part of the National Team, the promotion of the property is a shared responsibility between the Athlete and OUSA.

The Athlete cannot enter into a sponsorship, endorsement or advertising agreement and use attributes that can be identified as team properties without prior consultation with OUSA President or his/her designate. Consent will not be unreasonably withheld and the association will not normally require a fee for use of its property. Athletes are required to wear National Team clothing during all public relations activities where attributes are linked to the national team and OUSA.

In return OUSA may use an Athlete's attribute in marketing/promoting team or program properties. OUSA will request the Athlete's permission to use the selected attribute. The expectation is that permission will not be unreasonably withheld and that if after one week, no response has been received, OUSA will assume permission has been granted.

Team Attributes

Team attributes occur when two or more National Team Athletes occur as a group, whether by image, name, likeness or other identifiable attribute and are used to promote OUSA, National Team and sponsored events. This may include two or more Athletes in one competitive shot, or a composite of 2 or more Athletes. Use of team attributes may extend to partners of the association when they choose to advertise their sponsorship or support of the sport and/or National Team activities. Under these circumstances the sponsor must receive permission from OUSA prior to such advertising taking place.

Third Party Use

When a sponsor, media or third party requests use of an Athlete's image for commercial use the following process will be followed:

1. Image use details such as volume of distribution and nature of use will be gathered.
2. Details will be passed on to the Athlete via email. Athlete is expected to respond.
3. If no response is received after three days another Athlete's likeness will be offered to the third party.
4. In the case of the Athlete withholding approval, the reason for withholding approval shall be provided in writing to OUSA.

Athlete Personal Endorsement Process

1. OUSA recognizes the Athlete's right to enter into personal endorsement agreements, subject to the terms and conditions set forth in this process.
2. A personal endorsement agreement is defined as a commercial agreement between an Athlete and a corporation or individual supporter.
3. The following steps must be followed for each agreement made by the Athlete:
 - a. written consent of OUSA is required prior to negotiations with a potential sponsor. The Athlete must disclose in writing the name of the potential sponsor as well as the particular product and/or service to be endorsed. OUSA's consent shall be withheld if the contemplated product and/or service to be endorsed by the Athlete conflicts directly or indirectly with any of OUSA's sponsorship agreements or is deemed inappropriate i.e. tobacco or alcohol. The Athlete does not require consent from OUSA if the sponsorship involves compasses or shoes, but the Athlete is still required to notify OUSA if sponsorship is attained.
 - b. OUSA is to respond to the written notice within 10 days. If consent is withheld, the Athlete is to cease all

dealings with the potential sponsor and OUSA agrees to provide reasons in writing for the decision.

Elements of personal endorsement agreement must include the following:

1. **Term**- all personal sponsorships should be developed for one season with an option to renew. State the term of the contract and that the Athlete will give the Sponsor first right of refusal for subsequent years.
2. **Clothing**-Mention that the Athlete will obtain his/her uniform from OUSA and that the Athlete must wear the current National Team Clothing as outlined in the clothing policy.
3. **Conflict of interest**- Include a statement regarding conflict of interest with OUSA suppliers and that if OUSA brings on a company that conflicts with yours, your contract will terminate following the current season.
4. **Disclosure**-All personal endorsement agreements shall comply in all respects with all applicable rules established by IOF and OUSA in the competition rules.
5. All agreements should not interfere with the Athletes training or competition schedule and National Team obligations or appearances.
6. The Athlete is fully responsible for servicing and implementing the contract.

OUSA Obligations associated with Athlete Personal Endorsements

1. OUSA shall provide as a benefit to National Team Athletes the opportunity to utilize space on the uniform. OUSA will designate where that space will be on the uniform. Technical specifications about the size form and the number of commercial markings on clothing are decided by the IOF.
2. All personal sponsor commercial marks added to the uniform will be at the Athlete's cost.
3. National Team Athletes are also provided with promotional space in their Athlete information on OUSA website for their personal sponsors. This space will be provided to non-conflicting sponsors only.

5. DEFAULT OF AGREEMENT

Where one of the parties of this agreement is of the opinion that the other party has failed to conform with its

obligation under the agreement it shall forthwith:

- (a) notify the alleged offending party in writing of the alleged default,
- (b) where applicable, indicate in the notice to the party the steps to be taken to remedy the situation,
- (c) where applicable, indicate in the notice a reasonable period of time within which such steps as set out herein shall be taken.

Where the complainant party who has given notice referred to in paragraph 5 (a) is of the opinion that the other party has not remedied the situation, it shall file a complaint with the OUSA Board member in charge of Teams, Alex Jospe (acjospe@gmail.com). If the complainant party is not satisfied, a grievance may be filed with the OUSA Grievance Committee (J-J Cote (MA) 508-479-3946) whose decision will be final.

Noncompliance by an athlete could result in (but is not restricted to) withdrawal of all or partial funding, ineligibility to represent OUSA in international competition for a specified length of time and/or ineligibility to be on the team for a specified length of time. Noncompliance by an administrator could result in removal from the ESC or other action deemed appropriate by the OUSA BOD.

6. DURATION OF AGREEMENT

This AGREEMENT comes into force upon signing and terminates on December 31, 2017.

7. OUSA CONTACT INFORMATION

The Athlete may contact OUSA BOD member in Charge of Teams: Alex Jospe

- a. by phone: [617-610-2387](tel:617-610-2387)
- b. or by email: acjospe@gmail.com

OUSA BOD member in Charge of Teams will contact the athlete using information provided in Appendix A. It is the Athlete's responsibility to inform OUSA of any changes to his/her contact information on an on-going basis.

8. ATHLETE DECLARATION

I hereby declare that in return for any potential financial assistance provided by OUSA and the right to participate in International and National Team events, I undertake to fulfill my commitments outlined in OUSA Senior Team Athlete Agreement.

ATHLETE (printed name)_____ DATE _____

ATHLETE (signature)_____

PARENT/GUARDIAN IF ATHLETE IS UNDER 18
(printed name)_____ DATE _____

(signature)_____

**Return to: wornerkohn@gmail.com
or if you prefer regular mail: Linda Kohn, [address removed - contact Linda for address]**