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United States Curling Association National Team Athlete Agreement

This Athlete Agreement (“Agreement”) effective as of the date of signature on page 7 (the “Effective Date”), is by and between United States Curling Association (“USCA”), a nonprofit corporation having its principal office at 5525 Clem’s Way, Stevens Point, WI and the “Athlete” (Print Name, address and sign on page 7). Athlete and USCA may be collectively referred to herein as the “Parties” and each individually as a “Party.”

Recitals

USCA is the national governing body for the sport of curling in the United States in accordance with The Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501 et seq. (the "Act"). As the national governing body, USCA is responsible for developing elite athletes with the goal of winning medals in the Olympic Games and other international competitions. As part of that mission, USCA has developed a National Team Program to support athletes who have qualified to represent the USA at World Championships.

Athlete desires to participate in the USA Curling National Team Program (the “Program”) on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

- 1. Term.** This Agreement shall commence as of the Effective Date and shall continue through and include June 30th 2019 unless earlier terminated as set forth in Section 5 (“Term”).
- 2. Obligations of USCA.** USCA agrees to perform the following duties and obligations:



(a) Respect for Athlete's Training. In carrying out its duties and activities under this Agreement, USCA shall be respectful of, and shall use reasonable efforts to avoid interfering with, Athlete's training and competition schedules.

(b) Use of Image. In no event will USCA use or authorize the use of Athlete's name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.

(c) Corporate Sponsor Networking Events. USCA shall use its commercially reasonable efforts to develop corporate sponsor networking events, and Athlete and their agent may participate in such corporate networking events for the purpose of meeting potential personal sponsors.

(d) USCA Support Staff. USCA, through its office staff, shall be available to Athlete to coordinate all USCA Athlete activities, including programs of the USOC and its training centers.

(e) Personal Performance Gear. USCA will not prevent Athlete from using personal performance gear, as defined by the USCA in agreement with the USOC, of his/her choice in competitions and training. Further, USCA shall not require Athlete to cover up a manufacturer logo on Personal Performance Gear in training or competitions, as long as it complies with the relevant IOC or World Curling Federation (WCF) rules regarding size and placement.

(f) Agents. USCA shall not prevent Athlete from hiring or retaining an agent.

(g) Logo Space on Uniforms or Equipment. The USCA will provide uniforms for the National Team at World Curling Championships. Athletes may promote sponsors on these uniforms as allowed within the general guidelines for all participants in World Curling Championships, These sponsors must be pre-approved by the World Curling Federation through the USCA, and will be limited to sponsors not in direct conflict with existing USCA or event-related sponsors. The USCA also reserves the right to display USCA sponsors on the National Team Program athlete uniforms.

3. Obligations of Athlete. Athlete agrees to perform the following duties and obligations:

(a) USCA Membership and Eligibility. Athlete is and shall remain a member in good standing with USCA throughout the Term. Athlete shall remain eligible to compete in international competition for the USA.

(b) Administrative Deadlines. Athlete shall comply with any and all applicable deadlines established by the USCA.

(c) Anti-Doping. Athlete shall comply with all anti-doping policies, procedures and protocols of the International Olympic Committee (IOC), World Curling Federation (WCF), World Anti-Doping Agency (WADA), United States Anti-Doping Agency (USADA) and United States Olympic Committee (USOC).

(d) Code of Conduct. Athlete shall abide by USCA Code of Conduct which is attached as Appendix B and incorporated into this Agreement.

(e) Championship Rules. Athlete agrees to abide by all written and published USCA championship rules, policies and procedures specific to the event(s) they are competing in.

(f) Use of Image. Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, by the USCA's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the USCA, under the conditions specified by the USCA (the "Footage"). Athlete grants to USCA the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the specific competition(s) in which Athlete competes, (3) promotion of the National Team, and (4) promotion of the sport of curling, provided that, in no event may the USCA use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission, as further depicted in Section 2(b). Athlete understands that the USCA will exercise this right only in a group basis, i.e. applications involving the use of images of three or more Athletes.

(g) Participation in Media Sessions. Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by USCA, to promote a competition in which Athlete is participating, at no cost to the athlete.

(h) Autographed Items. Upon request, Athlete shall autograph up to twenty-five (25) items, provided by USCA at its expense, which USCA may use to promote the sport and its mission, such as items for thank you gifts, auctions, etc. These items may be provided by USCA sponsors, and would thus have sponsor's manufacturing marks on them.

(i) Training. Unless otherwise agreed by USCA in writing, Athlete shall train for peak performances at key national and international events held during the Term.

(j) Commitment to Train for and Participate in 2019 World Championships (Men's, Women's or Mixed Doubles) or 2019 World Junior Championships. Athlete commits to USCA that it is his/her intention to train for the 2019 World Championships or World Junior Championships, as applicable, barring injury or other unforeseen circumstances. Further, provided that Athlete

qualifies according to the applicable selection procedures, Athlete fully intends to compete in the 2019 World Championships or World Junior Championships, as applicable.

(k) National Team Program authority. All athletes and teams qualified to the National Team Program will be under the direction of the National Coaching Team, led by the USCA Director of High Performance. In all matters relating to team line-up, the decision making process rests with the National Coaching Team led by the USCA Director of High Performance. This includes the selection of a 5th player (men's, women's, junior men's or junior women's) who must meet the requirements set out in Appendix A. Teams at the Olympic Games, World Men's, Women's, Mixed Doubles and World Junior Men's and Women's Championships will be coached by members of the National Coaching Team.

(l) NCAA Eligibility. If Athlete wishes to remain eligible under National Collegiate Athletic Association (NCAA) rules, it is the Athlete's responsibility to know the rules and take the necessary steps to remain eligible, including compensation, endorsement and agent responsibilities.

(m) USCA Marks and Logos. Athlete may not use or authorize the use of the USCA's intellectual property, including use of photographs, films or videos of Athlete in USCA apparel or equipment, or the marks and logos of the USCA, or terms containing "National Team" without the express written permission of USCA.

(n) Team Apparel. Athlete will wear designated USCA apparel at all official National Team functions and events, and will not conceal or cover-up any USCA sponsor, supplier or licensee brand or other identification appearing on USCA apparel, unless directed to do so by an official of the USCA.

(o) No Other Logos on Team Uniform. Athlete is not permitted to add to the official National Team uniform or designated USCA apparel any trade name, trademark, name, logo or any other identification of any person, company or business unless expressly provided for in this Agreement or a written waiver, or as provided in 2(g) above.

(p) Disclosure of National Team Program Information. Any information, intelligence or materials obtained or provided to the Athlete, whether orally or in writing, during the Term of this Agreement remains the sole property of the USCA and may not be provided to any other party without the express written permission of the USCA.

4. Compensation.

(a) Travel and Training Expenses. Provided that Athlete complies with all of the terms and conditions set forth in this Agreement and established by the USOC, USCA shall reimburse the Athlete under the terms of the USCA's Expense reimbursement policy attached as Appendix

C. Payments shall be made by USCA check or direct deposit if arranged in advance. All expenses must be pre-approved (in advance of the expenditure) either by the National Coach or Director of High Performance.

(b) Taxes. Athlete is an independent contractor and shall be solely responsible for any and all taxes and withholdings that may be due on compensation paid under this Agreement. USCA shall have no responsibility for any taxes or withholdings on amounts paid to Athlete.

5. Termination of Agreement or Suspension of Activities.

(a) Termination by USCA. If, due to breach of this Agreement, the Director of High Performance determines that Athlete must be removed from the Program prior to the end of the Term, he/she shall do so in writing in advance of such removal.

(b) Termination by Athlete. If the Athlete wishes to leave the Program and terminate this Agreement prior to the end of the Term, he/she must provide notice, in writing to the Director of High Performance at least fifteen (15) days prior to termination of all obligations under this Agreement.

(c) USCA acknowledges that, from time to time, Athlete may desire to take an extended break from training. If Athlete desires to suspend training for a period of longer than two (2) weeks, Athlete acknowledges and agrees that USCA may suspend the delivery of benefits to Athlete under this Agreement unless Athlete has first obtained the prior written approval of USCA to continue the benefits while Athlete is not training.

6. Dispute Resolution. The Parties agree that any dispute under this Agreement shall first be addressed by good-faith negotiation of the Parties. If a dispute involving a breach, act, omission or interpretation of this Agreement is not resolved by good-faith negotiation, the dispute shall be resolved by a hearing under the grievance procedures in the Bylaws, as amended, of the USCA.

7. AAA. In the event that the Parties cannot resolve a dispute under Section 6 above, either Party may bring any controversy or claim arising out of or relating to this contract, or breach thereof, for final settlement by arbitration administered by the American Arbitration Association under their Commercial Rules.

8. Miscellaneous.

(a) Nature of the Parties' Relationship. It is expressly understood and agreed that, in the performance of this Agreement, USCA and Athlete shall be independent contractors, free from control of each other except as specified in this Agreement.

(b) Intellectual Property and Ownership. Nothing contained herein will be construed as an assignment or grant to Athlete of any right, title or interest in or to USCA's trademarks, or in or to any copyright or other right in and to USCA's materials. Likewise, nothing contained herein will be construed as an assignment or grant to USCA of any right, title or interest in or to Athlete's image and personality rights.

(c) Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of the actual receipt, one day after being sent via electronic mail, or three days after the date deposited in the U.S. Mail, by first class mail, addressed to the recipient at the Athlete's address set forth below.

(d) Force Majeure. If for any reason outside a Party's reasonable control, including without limitation strikes, boycotts, war, acts of God, labor troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party's control, a Party is unable to perform its duties and obligations hereunder, such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the failure to deliver the corresponding benefits and privileges.

(e) Entire Agreement. This Agreement, together with any attachments hereto, contains the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understandings are hereby revoked.

(f) Waiver. A failure on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof. No waiver will be effective unless it is in writing and signed by the Party granting such waiver.

(g) Severability. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination will in no way affect the validity or enforceability of any other provision herein.

(h) Governing Law. The terms of this Agreement and any dispute between the Parties shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

USCA:

Derek Brown, DHP

Date: _____

ATHLETE:

Signature _____

Date: _____

Print Name _____

Address _____

PARENT/GUARDIAN CERTIFICATION
(For Participants under the Age of 18 as of Effective Date)

Signature

Date

Print Name & Relationship (Parent or Guardian)

Appendix A

Fifth Player Selection – 2019 World Championships

Fifth Player Selection

A fifth player for any World Championship team will be selected by a High Performance Selection Committee which will include member(s) of USCA National Coaching Team (NCT), the Director of High Performance (DHP) and an available Athlete Representative, in consultation with the team members. It will be based on the Selection Committee's judgment of the fifth player's ability to fill in on the team roster at a world performance level as needed. The Selection Committee will consider the following criteria when making their decision:

- World Championships performances and results during the previous 2 years
- World Curling Tour performances and results during the previous 2 years
- U.S. Nationals performances and results during the previous 2 years
- World Junior Championships performances and results during the previous 2 years
- U.S. Junior Nationals performances and results during the previous 2 years

Teams are advised that the Selection Committee will recommend that the newly added fifth player be qualified to play at any position, including world-level skip, unless the four-player team already includes two (2) world-level skip players. This stipulation recognizes the unique nature of the skip position in curling, and the need to protect the competitive interests of the team and the USA should the team skip be unable to play during the World Championships.

Appendix B

USCA Code of Conduct

ATHLETE PLEDGE

I pledge to uphold the spirit of the USCA Code of Conduct (the “Code”), which offers a guide to my conduct as a member of the USA High Performance Program (HPP). I acknowledge that I have a right to a hearing if my opportunity to compete is denied or if I am charged with a violation of this Code.

I have familiarized myself with the Code and understand that acceptance of its provisions is a condition of my participation in the HPP.

As a member of the HPP, I hereby promise and agree that I:

- will abide by all published rules related to the Team selection procedures as approved by USCA and that as a member of the HPP I am under the direction of the National Coaching Team and the Director of High Performance;
- have acted and will act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct;
- will maintain a level of fitness and competitive readiness that will permit my performance to be at the maximum of my abilities;
- will submit to a physical examination by USCA medical personnel if my ability to compete is compromised due to physical injury and I understand that such injury may be cause for my not being selected to the Team, being removed from the Team, or not being allowed to participate if I remain on the Team;
- will not commit an anti-doping violation as defined by the International Olympic Committee (IOC), the World Curling Federation (WCF), the World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA) or the United States Olympic Committee (USOC) rules;

- am not currently serving a doping violation and/or do not have a pending or unresolved doping charge;
- will not engage in any conduct that is criminal under any laws applicable to me, including, but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs to any person and of alcohol to minors;
- understand that if I require legal representation because I am accused of criminal misconduct or an anti-doping violation, or if for any other reason I require the services of an attorney, I will be personally responsible for payment of such legal fees and expenses;
- will not participate or assist in any gambling or betting activities associated with any event related to my sport or my participation;
- am eligible to compete under the rules of the USCA, WCF, USOC and the IOC;
- am in possession of a valid USA passport, that will not expire prior to six (6) months following the conclusion of the international competition, should I be chosen for an international team that requires a passport;
- will refrain from conduct detracting from my ability or that of my teammates to attain peak performance;
- will respect the property of others whether personal or public;
- will respect members of my Team, other teams, spectators and officials, and engage in no form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
- will follow my Team's rules, including by way of example, rules regarding curfew, required attendance at team meetings, consumption of alcoholic beverages and prohibitions on the release of confidential team information;
- will abide by the rules of the USCA and the WCF concerning allowable trademark identification on clothing and equipment worn or used in competition or on visible body tattoos;
- will act in a way that will bring respect and honor to myself, my teammates, the USCA and the United States;
- will remember that at all times I am an ambassador for my sport, my country and the Olympic Movement;

- have read and accept this Code of Conduct. I agree to the rules, guidelines, jurisdiction and procedures stated in these documents as a condition of participating as a member of the High Performance Program;

ATHLETE OMBUDSMAN

I may contact the USOC Athlete Ombudsman, at 719.866.5000 or athlete.ombudsman@usoc.org for further information regarding my rights under this Code that are not answered by USCA.

Appendix C

USCA policy and procedures related to cash advances, expense reimbursements and United Value-in-kind (VIK)

Please note that ALL expenses must be pre-approved by the National Coach or Director of High Performance

GENERAL:

1. **In general, the USCA will reimburse expenses in the following categories:**
 - a. Airfare: Reimbursement will be provided for round-trip coach airfare. Whenever possible or less expensive, flying shall be the preferred mode of transportation.
 - b. Use of Personal Vehicle: Reimbursement shall be made to staff, volunteers and athletes on USCA administrative business under grants that include transportation for the authorized cost of using a personal vehicle at the IRS standard mileage reimbursement rate. ... The reimbursement for approved travel by automobile shall not exceed the travel expenses incurred by flying as an alternative. ***Note: We encourage travelers to compare the cost using a rental vehicle with mileage reimbursement, as vehicle rental can sometimes be a more economical option.***
 - c. Meals and Incidentals: Subject to budget availability, the USCA shall pay up to \$40 per diem for food expenditures and incidental expenses for authorized travel in the U.S and Canada. For travel outside of the U.S. or Canada, reimbursement (also subject to budget availability) shall be at the rate of up to \$75 per diem. Per diems will be reduced for meal(s) provided, according to the following schedule: breakfast: 15% of per diem rate; lunch: 25% of per diem rate; dinner: 60% of per diem rate. Receipts must be provided for meal expenses not covered by per diems.
 - d. Entertainment: The USCA should pay for entertainment only in rare circumstances and only as necessary to conduct official USCA business. All such expenses are subject to the review and approval of the Chief Executive Officer and Chairman (Chairman of the Finance Committee in the case of expenses incurred by the Chairman) prior to reimbursement.
2. **In the situation where team members are paid cash from an advance – or when teams or individuals are being reimbursed – a Project Expense Report Form is to be maintained** by the Team Administrator or Leader, or designated responsible party, and filed with the receipts.
 - a. Within a maximum of four weeks after the date of the event (but ideally within 2 weeks) or such other period as the Treasurer or Chief Executive Officer may specify, the payee must submit a detailed report of the funds expended including all receipts. If there are expenses not yet known at the time the report is due, the holder of the advance must submit in writing a partial report of the known expenses and an estimate of the expenses due, together with a return of such funds remaining. All expenses due after the report shall be authorized by the Team Administrator or Leader and paid by the National Office.

b. Please use a new form for each event, i.e., one form/one event.

3. **Submission of Receipts:** To be reimbursed for approved expenditures as described in this procedure, you must submit receipts for airfare, hotels and meals (if/where applicable in lieu of per diems), as well as miles driven. These receipts must be submitted within 30 days of the end of the event. If no receipts are received, the Controller will remind the individual that receipts must be received before reimbursement will be made. The individual then has 30 days to submit receipts to the USCA office. If these receipts are not received in this time period, the individual assumes full financial responsibility for the expenses.

a. The USCA requires a receipt for every expense that's being charged to a team's cash advance or being reimbursed. If a receipt isn't available (perhaps for a bus ride, some tolls, and so on), the team must keep a record of these expenses (see item #2, above). We encourage everyone, whenever possible, to provide receipts for all of their expenses, large and small. This includes (but is not limited to) airline baggage fees, local transportation, rental car fuel, tolls. Please note that USCA policy provides for the possibility of limited reimbursement without receipts for expenses under \$25.00.

b. The USCA requires original receipts or scanned copies of the originals. Original copies should be held for a period of 4 years. This is a USOC Audit Department requirement.

c. Receipts should show date and amount of payment, what the payment was for, and the name of the payee. If the name of the payer is also included, so much the better.

d. Receipts should be legible and clearly state which event they were for.

e. Not all documents qualify as receipts.

i. A photocopy of a check the team or individual has written to cover an expense does not qualify as a receipt.

ii. In most cases, credit card statements do not qualify as receipts (evidence of credit card foreign transaction fees is an exception).

e. Credit card statements can be used to document some specific expenses. This includes the U.S. cost to the team for foreign transactions (and foreign transaction credit card fees that were assessed), but credit card statements alone are not sufficient for everything – we will still need an original receipt for the foreign transaction (entry fee, hotel, car rental, trains, etc.).

f. Per diems and meal reimbursements

i. We do not require receipts for meals covered by per diems, but receipts are needed for any meals that are reimbursed.

a) The devil is in the details when it comes to per diems. Per diems are intended to cover the meals that individuals pay for out-of-pocket. Any meals that are covered either by full reimbursement or other means (breakfasts that are included, for example, with the cost of a hotel room) should not also be per diem'd.

b) If a USA Curling staff member pays for a group meal that will be covered by reimbursement, we will need the names of everyone whose meal was covered, as well as the receipt. Anyone in the group meal should not request per diem for that meal.

c) We may fully reimburse for items such as event banquet tickets that cost more than a per diem would cover – again, we'll need receipts.

- ii. The USCA does not cover the purchase of alcoholic beverages. Limited exceptions exist related to specific events and must be pre-approved by a USCA staff person.
- iii. Reimbursement can be expected within thirty (30) days of the USCA's receipt of all required documentation of expenses.

United Value-in-Kind (VIK)

Because a percentage of all U.S. Olympic Committee resources allocated are given to us as United VIK, either we use it fully, or we have to reduce available cash in other program/project areas.

Our National Team/Staff Program VIK Policy is:

1. All National Team program travel/training funding will be allocated as 90% cash and 10% United VIK. So there's no misunderstanding, if your team was advised that it has been allocated \$10,000, this will be recorded in our budget as \$9,000 in cash and \$1,000 in United VIK.
2. All National Team Program staff budgets are also being recorded as 90% cash, 10% VIK, and this is based both on expense budgets and salaries/stipends.
3. You are not required to have non-United flights pre-approved.

We keep a constant eye on the United VIK balance. We receive our VIK allocation from the USOC on July 1. We will review where each team and staff person stands around January or February, so that we can do everything to help you obtain the full value of the resources allocated to you.

For all events we ask that you look into flying United to see if it is a viable option. The USCA accrues benefit (as bonus VIK) when we purchase tickets for Curling flights. Again, we will provide monthly VIK status reports to you, and will keep you apprised as to whether or not more cash can be made available to teams and staff who have not yet met the 10% minimum VIK usage requirement. This will be based on the overall VIK balance and projections for the months remaining in this fiscal year.

We understand that United is not always an option, but the bottom line is that a percentage of the funding provided to you is in the form of United VIK, so everyone either helps use it or the funding gets reduced.

You should be aware that all staff (including in the National Office), as well as any directors flying on USCA business make United VIK their first priority when traveling, so that we can help turn this VIK into cash to support the high performance programs. We even have directors and others who will book personal flights using United VIK and then pay the USCA for these tickets to help convert the VIK to cash.

Lastly, the 10% is only a minimum. You are welcome to go as far above and beyond this as your budget allows. In past seasons a number of teams have realized the benefits of using the United Olympic Desk and VIK (for one, another non-public United resource to call when things go wrong during your travels).

If you have any questions, please contact Ron Rossi or Rick Patzke at the National Office (888-287-5377).

Instructions for accessing United VIK:

1. Call the USOC United Travel Desk: 800-841-0460 to arrange your itinerary (“coach airfare,” per USCA Financial Policies).
2. Tell the Travel Desk that the travel is to be charged to U.S. Curling’s Performance Pool VIK.
3. Alert Ron Rossi (ron.rossi@usacurl.org) or Rick Patzke in Ron’s absence (rick.patzke@usacurl.org) that you have an itinerary waiting for USCA approval.
4. The Travel Desk will send a copy of your itinerary to the USCA via email. Per protocol established with the USOC, Ron and Rick are authorized to approve use of the VIK, and one of them must call the Travel Desk with final approval before the ticket will be issued.
5. The USOC then reviews and approves the ticket order.
6. Once the approval and ticketing processes are completed, the ticket will be forwarded to you via email.
7. It is the Athlete’s responsibility to check that any itinerary has been ticketed. A reservation showing on your United App does not mean that it has been ticketed, you need to access your account online to check this or confirm with Ron that it has in fact been ticketed.

During times when VIK is not available, we can cover United flights booked through the Travel Desk using the USCA credit card. You would follow the same basic procedure to contact the USOC United Travel Desk, but instead of asking them to charge the ticket to VIK you would indicate payment is to be made using the credit card.