

## **2022 PERFORMANCE PARTNERSHIP AGREEMENT**

This Performance Partnership Agreement (“PPA”), between the United States Olympic & Paralympic Committee (“USOPC”) of One Olympic Plaza, Colorado Springs, CO 80909 and American Canoe Association (“SPORTS ORG”) 503 Sophia St. Suite 100, Fredericksburg, VA 22401 (USOPC and SPORTS ORG collectively the “Parties”) is entered into the 1<sup>st</sup> of January 2022 (the “Effective Date”).

WHEREAS, USOPC and SPORTS ORG mutually desire to continue and build upon their positive working relationship and their joint interests in supporting athletes and growth of sport in SPORTS ORG’s discipline;

NOW, THEREFORE, the Parties agree as follows.

### **1. Statement of Performance Support.**

**1.1 Support.** A Statement of Performance Support (“SOPS”) shall be entered into and affixed to this Agreement, as Exhibit 3. Each SOPS shall specify, among other things agreed upon by the Parties, the agreed upon Goals and Milestones to be performed by SPORTS ORG, the SPORTS ORG’s eligibility criteria for Athlete Support programs and the funding or other support to be provided by USOPC to the SPORTS ORG, if any. Each SOPS shall be executed by SPORTS ORG and the USOPC. Each SOPS shall be subject to the terms and conditions of this Agreement.

**1.2 Goals and Milestones.** USOPC and SPORTS ORG shall mutually agree on the SPORTS ORG goal(s) for the Olympic Games, Olympic Winter Games, Paralympic Games, Paralympic Winter Games, Pan American Games, Parapan American Games, and Youth Olympic Games as applicable (the “Game(s)”). USOPC and SPORTS ORG shall mutually agree on the SPORTS ORG milestones that will enable SPORTS ORG to meet its goal(s) for the Game(s).

### **2. Funding.**

**2.1 Assistance.** Subject to Section 8 of this PPA, USOPC will provide the funding and/or other support to SPORTS ORG as set forth in Exhibit 3: Statement of Performance Support (SOPS) hereto.

**2.2 Past-Due Balance.** If SPORTS ORG has a past-due (i.e., at least 60 days) outstanding balance owed to USOPC, then USOPC may, at its option, suspend or terminate funding and/or other support due to offset such past-due balance. However, except as set forth below in Section 8, benefits provided to elite athletes will not be subject to such suspension or termination.

**3. Athlete Support.** Subject to Section 8 below, USOPC will provide certain benefits and/or services to support eligible athletes as set forth in the SOPS. Benefits and services may include Operation Gold, Athlete Stipends, Elite Athlete Health Insurance and other USOPC resources.

**4. Governance.** Throughout the Term of this Agreement, SPORTS ORG will implement and maintain good governance practices including at least those set forth in Exhibit 1.

### **5. Athlete and Games Staff Selection Procedures.**

In accordance with the NGB Compliance Standards, for each applicable Team USA Delegation Event, SPORTS ORG must draft selection procedures that comply with the Act and USOPC Bylaws to be submitted for review and approval by the USOPC’s Sport Performance Team. In addition, SPORTS ORG must publish selection criteria for all other Protected Competitions, however, selection procedures for non-Delegation Events are not subject to USOPC approval

(but are subject to USOPC audit). Noncompliance with this Section 5 may result in a delay in funding to the SPORTS ORG.

**6. Term.** The term of this Agreement (the “Term”) begins on January 1, 2022 and ends on December 31, 2022.

**7. Termination of the Agreement.**

**7.1 General.** Either Party may terminate this Agreement in the event of a material breach by the other Party that remains uncured after 30 days’ written notice.

**7.2 NGB/PSO.** If SPORTS ORG is a National Governing Body (“NGB”) or a Paralympic Sports Organization (“PSO”), USOPC may also terminate this Agreement without prior written notice and without an opportunity to cure in the event that SPORTS ORG: (i) is subject to decertification proceedings or has lost its certification as an NGB or PSO , (ii) loses its status as an organization which is tax-exempt under the Internal Revenue Code, or (iii) is not recognized by the IF for its sport.

**7.4 Insolvency/Bankruptcy.** Either Party may terminate this Agreement if the other Party makes an assignment for the benefit of creditors, or a trustee, receiver or similar officer of any court is appointed for the other Party or for a substantial part of its property, whether with or without its consent, or an action for bankruptcy, composition, reorganization, insolvency or liquidation proceedings is instituted by or against the other Party, if such proceedings are not dismissed within 30 days from the date of institution thereof.

**8. Suspension/Modification/Termination of Funding.**

**8.1 Compliance Requirements.** USOPC may suspend, modify, or terminate all funding and other resources provided to SPORTS ORG without written notice and without an opportunity to cure, if, in USOPC’s reasonable discretion, SPORTS ORG (i) does not exhibit the managerial and/or financial capability to administer its sport, (ii) engages in practices that are contrary to good governance as set forth in Exhibit 1, (iii) does not comply with the NGB Compliance Standards, or (iv) is in violation of any USOPC policy, procedure, rule, or regulation applicable to SPORTS ORG. In addition to the above, if SPORTS ORG is an NGB or PSO, USOPC may suspend, modify or terminate funding and other resources provided to SPORTS ORG without written notice and without an opportunity to cure, if, in the USOPC’s sole discretion SPORTS ORG (i) is not in compliance with its obligations under the Ted Stevens Olympic and Amateur Sports Act (“TSOASA”) or the USOPC Bylaws, or (ii) is in violation of the requirements for recognition and certification as an NGB or PSO or membership in USOPC. The TSOASA and the USOPC Bylaws, may be amended from time to time, and are set forth on USOPC’s website at [www.TeamUSA.org](http://www.TeamUSA.org).

**8.2 Suspension, Modification, or Termination of Funding.** Furthermore, USOPC may suspend, modify, or terminate all funding and other resources provided to SPORTS ORG immediately upon written notice if the following occurs: (i) cancellation, postponement or other material change to the Olympic Games, Olympic Winter Games, Paralympic Games, Paralympic Winter Games, Pan American Games, Parapan American Games or Youth Olympic Games (ii) the U.S. determines not to compete in such Games, or (iii) the USOPC falls on a significant economic hardship.

**9. Diversity and Inclusion.** By April 1 of each year, SPORTS ORG will track and provide to USOPC (i) data concerning the participation of women, individuals with disabilities and racial and

ethnic minorities in its amateur athletic activities and administration, and (ii) information on the steps taken by SPORTS ORG to encourage the participation of men, women, individuals with disabilities and racial and ethnic minorities in its amateur athletic activities and administration. SPORTS ORG will submit to USOPC for its review and approval (such approval not to be unreasonably withheld) a plan to encourage the participation of men, women, individuals with disabilities, and racial and ethnic minorities in its amateur athletic activities and administration. SPORTS ORG shall implement such a plan as soon as reasonably possible after approval by USOPC. Further, SPORTS ORG will provide equitable support and encouragement for participation by women where separate programs for male and female athletes are conducted on a national basis. If SPORTS ORG is an NGB or PSO it will generate and provide all information necessary for USOPC to comply with its obligation under the TSOASA in this regard. SPORTS ORG agrees that, if necessary, to comply with the reporting requirements of the TSOASA, it shall require the same reporting from its member organizations to SPORTS ORG, which information shall then be conveyed to USOPC as appropriate. SPORTS ORG consents to USOPC making public any and all of the above information collected under this section.

**10. Athlete Safety.** SPORTS ORG shall comply with the USOPC's NGB Athlete Safety Policy, including but not limited to complying with all policies, procedures, and protocols put forth by the U.S. Center for SafeSport to prevent and respond to misconduct and abuse. SPORTS ORG must also comply with the USOPC's Responsible Sport Organization Background Check Policy.

**11. Anti-Doping Regulations and Protocols.** SPORTS ORG will comply with all World Anti-Doping Agency ("WADA"), IF, United States Anti-Doping Agency ("USADA"), International Olympic Committee ("IOC"), International Paralympic Committee ("IPC"), Panam Sports, and USOPC anti-doping policies, protocols and procedures, as applicable. The USOPC National Anti-Doping Policy, as may be updated from time to time, is set forth on USOPC's website at [www.TeamUSA.org](http://www.TeamUSA.org).

**12. Ethics.** SPORTS ORG will comply with the ethics policies as currently set forth in Section A.6 of the NGB Compliance Standards, as may be amended from time to time.

**13. Records and Audits.**

**13.1 Record Retention.** SPORTS ORG will keep complete and accurate records of all receipts and expenditures relating to the cash, VIK and other resources provided to SPORTS ORG, as applicable, together with any reports or other documents submitted to USOPC in connection with this Agreement, for four years after expiration or early termination of this Agreement.

**13.2 Audit and Certification Rights.** SPORTS ORG will permit USOPC, at its request, to have reasonable access to all files, records and personnel necessary to make such audits, verifications and program evaluations as USOPC deems necessary or appropriate in accordance with the NGB Compliance Standards, the NGB Audit program or the NGB Certification program during the Term of this Agreement and for four years after expiration or early termination of this Agreement. If such audit or review requires that USOPC inspect SPORTS ORG member files or other such confidential records, those files/records shall not be used by USOPC or made available to other persons by USOPC without the prior written consent of SPORTS ORG. Additionally, SPORTS ORG shall provide documents as required by a USOPC Hearing Panel pursuant to complaints filed under the TSOASA.

**14. Use of Marks.** If SPORTS ORG is an NGB or PSO, it may use USOPC intellectual property

as set forth in the USOPC Brand Usage Guidelines and any NGB or PSO brand guidelines that USOPC may issue from time to time.

**15. Indemnification.**

**15.1 Duty to Indemnify.** Each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party and such other Party’s officers, directors, agents, employees and volunteers (collectively, the “Indemnified Party”) from any and all fines and penalties, and any and all claims by, or liability to, any third party, for loss, damage or injury to persons or property which is based on or in any manner arises out of or is incidental to Indemnifying Party’s breach of this Agreement.

**15.2 Limitation on Damages.** Except for each Party’s indemnification obligations, no Party shall be liable to the other Party or to any third parties for any indirect, special, incidental, consequential, or punitive damages, including lost revenues, lost profits, lost prospective economic advantage, whether or not foreseeable. Each Party agrees that no director, officer, employee, agent or volunteer of a Party shall be personally liable to the other Party for a breach of this Agreement.

**16. Miscellaneous.**

**16.1 Relationship of the Parties.** This Agreement does not create an agency relationship, cause either Party to be the agent of the other, or create a legal partnership, joint venture or similar relationship between the Parties, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

**16.2 Confidentiality.** The terms and conditions of this Agreement are confidential. Also, SPORTS ORG and USOPC may agree that certain other information (such as membership lists, personal data, technical, marketing, product and business information, proprietary data and trade secret information), if provided to a Party by the other Party shall be kept confidential. Each Party will take whatever measures are reasonably necessary to preserve such confidentiality, unless disclosure is required by law, including but not limited to complaints filed under the TSOASA. If such disclosure is required by law, then notice of the order or subpoena ordering disclosure, together with a copy of the order or subpoena, shall be provided promptly to the other Party so that it may seek a protective order or pursue other available measures to prevent such disclosure. Notwithstanding the foregoing, such confidential information may be disclosed to the Parties’ attorneys, agents, consultants, financial advisers and others with a need to know in the ordinary course of business, provided that such persons are placed under a similar obligation of confidentiality. Further, notwithstanding the foregoing, such confidential information may be disclosed to third parties, on a case-by-case basis, upon the mutual agreement of the Parties.

**16.3 Survival.** The following sections of this Agreement will survive the expiration or early termination of this Agreement: Records and Audit, Use of Marks, Indemnification, Confidentiality, Governing Law and Arbitration.

**16.4 Governing Law and Arbitration.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, notwithstanding its choice of law or conflict of laws rules. All disputes arising out of or in connection with this Agreement shall be resolved in accordance with the Commercial Rules of the American Arbitration Association. The proceedings shall take place in Denver or Colorado Springs, Colorado. A judgment upon the award rendered by the arbitration panel shall be final, binding, and non-appealable, and may be entered in any court having jurisdiction.

**16.5 Assignment.** Neither this Agreement nor any of SPORTS ORG's rights or obligations under this Agreement may be assigned or sublicensed by SPORTS ORG without the prior written consent of USOPC. Any attempted assignment or sublicense without such consent shall be void and considered a material breach of this Agreement.

**16.6 Waiver.** Any waiver by either Party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. Any waiver must be in writing. Failure by either Party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive such Party of the right to insist upon strict adherence to that term or any other term of this Agreement.

**16.7 Litigation.** Should SPORTS ORG file a complaint or otherwise assert a claim against USOPC in any administrative proceeding or litigation, USOPC may, in its sole discretion, suspend or terminate any payments to SPORTS ORG.

**16.8 Superseding Law or Regulation.** Should this Agreement or any provision of this Agreement be found to violate any federal, state or local law or regulation, or, to violate (as a result of amendment or revision) the TSOASA, USOPC Bylaws, the IOC Charter, the IPC Handbook or the PASO Statutes/Regulations, the Parties will negotiate in good faith to modify this Agreement to the extent reasonable necessary to bring about compliance with such law, charter, and/or rules and regulations; provided, however, that if such modifications would cause this Agreement to fail in its essential purpose or purposes, or the Parties are unable to reach agreement after negotiating in good faith, either Party may terminate this Agreement, provided, however, benefits provided to elite athletes as set forth in a SOPS shall not be suspended or terminated.

**16.9 No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to create any rights of any kind in any third party and no person other than the Parties shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

**16.10 Entire Agreement.** This Agreement, all Exhibits attached to this Agreement, all of which are made a part by reference, constitute the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter of this Agreement, superseding all prior or contemporaneous proposals, communications and understandings oral or written.

**16.11 Amendment.** No amendment or modification of this Agreement shall be effective unless in writing and signed by both Parties.

**16.12 Insurance.** SPORTS ORG has and will maintain the insurance as set forth in Exhibit 2 and provide USOPC with reasonable documentation evidencing the same.

**EXHIBIT 1: GOVERNANCE RESPONSIBILITIES/PROTOCOL**

If SPORTS ORG is an NGB or PSO it will comply with the provisions of the TSOASA, 36 USC §§ 220501, *et al.*. The TSOASA, as may be amended from time to time, is set forth on USOPC's website at [www.TeamUSA.org](http://www.TeamUSA.org).

If SPORTS ORG is an NGB or PSO it will comply with the provisions of the USOPC Bylaws. The USOPC Bylaws, as may be amended from time to time, are set forth on USOPC's website at [www.TeamUSA.org](http://www.TeamUSA.org).

SPORTS ORG will comply with the USOPC's NGB Compliance Standards, as may be amended from time to time, set forth on USOPC's website at [www.TeamUSA.org](http://www.TeamUSA.org).

## **EXHIBIT 2: INSURANCE REQUIREMENTS**

Each insurance policy, which is required under this Agreement, shall be from a company qualified to conduct business in the State in which the SPORTS ORG is headquartered. Such company shall have an AM Best rating of at least A-VII, shall have a Policyholder Surplus rating as reported by AM Best of not less than fifty million dollars (\$50,000,000) and shall be reasonably acceptable to USOPC. The accident insurance company providing participant accident coverage shall be exempt from the policyholder surplus provisions of this section.

USOPC shall be designated as a Certificate Holder with respect to all insurance policies required under this Agreement. Certificates of Insurance, giving evidence that each of the requirements of this article have been met, shall be provided by the insurance company via:

- Mail: 1 Olympic Plaza  
Attn: USOPC Risk Management  
Colorado Springs, CO 80909
- Facsimile: 719.866.4558
- Email: [riskmanagement@USOPC.org](mailto:riskmanagement@USOPC.org)

For policies which remain in effect for a period longer than one year, certificates shall be provided annually. All insurance policies must contain a provision mandating 30 days' notice of cancellation if cancelled prior to expiration of the policy.

### **1. Commercial General Liability**

Commercial General Liability Insurance with limits per occurrence of not less than \$1,000,000, bodily injury, property damage, advertising liability and completed operations coverage, and an annual aggregate of not less than \$2,000,000. The following conditions and coverages must also be met by this insurance:

- All employees and volunteers must be designated as insured parties in a form reasonably acceptable to USOPC.

### **Endorsements and Exclusions:**

**Drug Testing Liability:** Liability arising from drug testing programs must be specifically endorsed onto the policy with language affirmatively stating its inclusion. (If not covered by the general liability policy, SPORTS ORG must provide evidence of its inclusion elsewhere.)

**Participant Legal Liability:** Liability arising from participation must be specifically endorsed onto the policy with a definition of participant, that includes at minimum, players, coaches, officials, managers, team workers, staff members, cheerleaders, medical personnel, media personnel and any other personnel who have been granted proper authorization to enter any restricted area(s). (If not covered by the general liability policy, SPORTS ORG must provide evidence of its inclusion elsewhere.)

**USOPC as Additional Insured:** USOPC must be designated as an Additional Insured with respect to operations of the SPORTS ORG utilizing the additional insured endorsement CG 20 26 07/04. The additional insured endorsement "Co-promoter/Co-Sponsor" will not be accepted.

**Physical and Sexual Abuse or Abuse and Molestation:** The policy should be silent or contain an endorsement providing coverage for claims resulting from allegations of physical and sexual abuse or abuse and molestation or similar, however described by the policy. The policy must not contain an exclusion for claims of physical and sexual abuse or abuse and molestation or similar, however described by the policy. Any sub-limit shall

not be less than \$1,000,000.

**Non-owned and Hired Auto Liability:** The policy should provide coverage for liability resulting from the use of a hired, borrowed, or non-owned auto, except where such coverage is included within a commercial automobile liability policy.

**2. Directors and Officers Liability Insurance**

Directors and Officers Liability Insurance with limits not less than \$1,000,000 per occurrence/aggregate which meets the following conditions:

- The definition of Insured must include the organization and all persons who were, or become directors, trustees, officers, employees, committee members or volunteers or the organization in their capacity as such (or similar approved by USOPC).

**Endorsements and Exclusions:**

There shall be no exclusions within the policy restricting coverage due to liability arising from claims, actual or alleged, of discrimination or employment-related practices.

There shall be no "Sports Rule" exclusion that restricts coverage for claims related to the promulgation, interpretation or enforcement of the internal standards or rules of playing, scoring or eligibility of any sport.

**3. Workers' Compensation Insurance**

Workers' Compensation Insurance providing coverage for all employees, which shall provide the limits required by state statutes and Employer Liability limits of not less than \$500,000 each accident, \$500,000 by disease, and \$500,000 by disease-each employee.

**4. Automobile Insurance**

Automobile Insurance to include coverage for liability and property damage with combined single limits ("CSL") of not less than \$1,000,000 per accident to cover all vehicles utilized by the SPORTS ORG, including hired and non-owned vehicles.

**5. Participant Accident Insurance**

Participant Accident Insurance with limits per covered accident of not less than \$25,000 covering all participants involved in SPORTS ORG or SPORTS ORG-sponsored activities on USOPC Olympic & Paralympic Training Centers ("OTC"), designated Olympic & Paralympic Training Sites and USOPC-sponsored events. Coverage may be written on a basis secondary to coverage carried by or on behalf of an individual participant.

Participant Accident Insurance noted above is also required for any Sports Org given Elite Athlete Health Insurance (EAHI) for its athletes. The EAHI program contains a \$25,000 sport related injury deductible; this Participant Accident Insurance required of the Sports Org is to cover the cost of this deductible so the cost is not transferred to the Athlete.

**6. USOPC OPTC Resident (Lessee)**

The following insurance applies to all SPORTS ORGs maintaining operations and/or staff on USOPC OPTCs.

Property and Contents Insurance covering any and all property, which is within the care, custody and control of the SPORTS ORG, including in competition equipment belonging to another party loaned to or placed in storage by the SPORTS ORG. Such coverage shall meet the following conditions:



- Coverage shall be written on an “All Risk” replacement cost basis.
  - The Sports Org may choose its own methodology for insuring the property it is responsible for. Note: The USOPC shall not be liable for any loss or damage to any property of the Sport Org or property in the care, custody and control of the Sports Org.
7. **Multi-Media Publishing and Broadcaster Liability Insurance** (the “Media Policy”) if participating in the Digital Media Agreement/Content License Agreement with USOPC. Such premiums may be reimbursed through USOPC upon demonstrating evidence of compliance. SPORTS ORG shall secure a Multi-Media Publishing and Broadcasting Liability policy with a limit of not less than \$2,000,000 per occurrence.
8. **Cyber Liability Insurance** with limits of not less than One Million Dollars (\$1,000,000) per occurrence/ Two Million Dollars (\$2,000,000) in the aggregate must be maintained.

**EXHIBIT 3: STATEMENT OF PERFORMANCE SUPPORT****I. GOAL(S) AND MILESTONE(S)**

<b>Olympic</b>	
2022 Milestone(s)	Achieve 1 medal at the 2022 ICF Sprint and/or Slalom World Championships or (S&S) Achieve 1 medal at the 2022 ICF World Cups

If any of the milestones are not met, the USOPC and SPORTS ORG will meet to discuss the extent to which the goal is still achievable.

**II. HIGH PERFORMANCE SUPPORT****A. SPORTS ORG Support****1. High Performance Funding**

The USOPC will provide the following funding to SPORTS ORG for this Term:  
\$195,600

Cash payments, in 2022, will be made on the dates noted in the table below. The first payment to SPORTS ORG will be made on the later of the 18<sup>th</sup> of January 2022, or upon execution of this Agreement.

Upon Execution but not before January 18, 2022	\$ 48,900
April 18, 2022	\$ 48,900
July 18, 2022	\$ 48,900
October 17, 2022	\$ 48,900
<b>TOTAL:</b>	<b>\$195,600</b>

As a condition of receiving High Performance Funding, SPORTS org shall comply with the following requirements:

- SPORTS ORG will submit the biannual expense report by August 1 that summarizes the USOPC spending from the previous six (6) months' activities.
- All USOPC funds that are paid during the course of the year must be accounted for by completing a Final Report on each project by March 1 of the following year.
- Any funds provided by the USOPC under this Statement and not spent by the SPORTS ORG in the manner provided in this Statement will be returned to the USOPC, unless this Agreement is amended to reflect reallocation of funds within the same grant year. No amendment or modification of this Statement shall be effective unless in writing and signed by both Parties.
- Olympic and Paralympic project funding are separate and cannot be reallocated from one to the other.
- For payments granted in 2021, as required in the SOPS, any funds provided by the USOPC not spent on the specific project must be returned to the USOPC. The

USOPC will invoice the SPORTS ORG the amount of 2021 high performance project funding not spent, based on the submitted 2021 Final Report. The USOPC will apply the outstanding balance to 2022 quarterly high-performance payment(s), ultimately reducing future payment(s) until the outstanding balance is met.

- SPORTS ORG shall comply with selection procedures requirements set forth in Section 5 of the PPA. Noncompliance with Section 5 may result in delayed quarterly payments.
- SPORTS ORG will ensure that all applicable individuals receiving these funds are in compliance with the mandatory training requirements of the U.S. Center for SafeSport, and the requirements of the USOPC's Responsible Sport Organization Background Check Policy.
- SPORTS ORG will comply with all requirements pertaining to NGB and member obligations under Section 8.1 of the PPA. As of January 1, 2022, additionally, SPORTS ORG will be required to be certified as a condition of high performance funding. Noncompliance with Section 8.1 or failure to retain certification will result in suspension, modification, or termination of high performance funding.

## 2. Approved Projects

The specific projects that are approved for the Term are:

<u>Projects</u>	<u>Amount</u>
Slalom Coaching Support	\$ 80,000
Slalom Program Support	\$ 55,600
Sprint Program Support	\$ 30,000
Sprint Coaching Support	\$ 30,000
<b>Total</b>	<b>\$ 195,600</b>

SPORTS ORG will consult with the USOPC, in writing, before eliminating or making any material changes in the SPORTS ORG's approved projects listed above. No amendment or modification of this PPA shall be effective unless in writing and signed by both Parties.

## B. Athlete Support

Stipulations for Operation Gold, Athlete Stipends, EAHI & Other Resources:

- Each athlete recipient will be required to execute an agreement with the USOPC and may be required to also sign an agreement with SPORTS ORG, outlining the athlete's commitment with respect to training, SafeSport requirements, anti-doping policies, compliance with applicable athlete codes of conduct and other matters, provided that such agreement complies with the USOPC Policy on NGB Athlete Agreements and does not condition receipt of USOPC Athlete Stipends, EAHI and Operation Gold on commercial terms. SPORTS ORG understands that the USOPC is not a party to any agreement entered into between the SPORTS ORG and athlete, and the USOPC has no obligations thereunder nor can be held liable under any such agreement. Athletes receiving Athlete Stipends or EAHI are not intended third party beneficiaries of this Agreement.
- An athlete who meets her SPORTS ORG's EAHI and/or Athlete Stipend eligibility

criteria in effect as of the date of notification to the USOPC of her pregnancy will continue to receive EAHI and/or the same amount of qualified USOPC Athlete Stipends for the duration of the pregnancy plus an additional one-year period from the date of birth of the child or end of pregnancy, provided the athlete agrees that it is her intent to return to competition at an elite level and has fully complied with the Pregnancy Support Terms and Conditions. If the athlete re-qualifies for Athlete Stipends at any point during pregnancy or within the year after the end of her pregnancy, the USOPC will honor the higher amount for which she qualified. Receipt of these benefits shall not be conditioned upon any agreement that the athlete must continue to train during pregnancy or for the one-year period subsequent to pregnancy. Upon the conclusion of the one-year period, the athlete will then have to re-qualify for EAHI and/or Athlete Stipends. SPORTS ORG will be required to keep this status confidential and cannot discriminate or retaliate against the athlete for being pregnant.

- SPORTS ORG will consult with the USOPC before eliminating or making material changes in the criteria for Athlete Stipends or EAHI. No amendment or modification of this Agreement shall be effective unless in writing and signed by both Parties.
- If the payments for Athlete Stipends exceed the amount awarded, then SPORTS ORG will pay the difference via an invoice from the USOPC.
- SPORTS ORG must make eligibility and performance criteria for Athlete Stipends available to athletes on its public website in a reasonable and accessible location no later than the PPA Effective Date.
- SPORTS ORG will ensure that all applicable individuals receiving these funds/benefits are in compliance with the mandatory training requirements of the U.S. Center for SafeSport, and the requirements of the USOPC's Responsible Sport Organization Background Check Policy. In accordance with the USOPC's NGB Athlete Safety Policy, SPORTS ORG will notify the USOPC's Security and Athlete Safety Office via email at [athlete.safety@usopc.org](mailto:athlete.safety@usopc.org) as soon as possible, and in any case within 24 hours of imposing its own or being notified of Center-imposed sanction(s) and/or temporary measure(s), affecting any of the individuals receiving these funds/benefits.
- SPORTS ORG must provide athletes with advance notice of any material changes in eligibility and performance criteria to Athlete Stipends and EAHI. Additionally, SPORTS ORG must provide notice to athletes that changes to eligibility and performance criteria in Athlete Stipends and EAHI can be subject to change at any time. SPORTS ORG understands that athletes are not third-party beneficiaries of this Performance Partnership Agreement and any dispute between SPORTS ORG and an athlete regarding changes to Athlete Stipends or EAHI criteria, which may be contained in an SPORTS ORG athlete agreement or other SPORTS ORG notification, shall solely be resolved between the SPORTS ORG and athlete.
- When applicable, SPORTS ORG must notify NCAA student-athletes and prospective NCAA student-athletes that they should consult with their school's NCAA compliance administrator to ensure compliance with NCAA regulations related to accepting Athlete Support to include monthly stipends, incentive/bonus payments or other grants without jeopardizing their eligibility. Similarly, SPORTS ORG should encourage Grade and High School students to consult with their state's High School Association to determine whether accepting Athlete Support affects their High School sport eligibility. It is the athlete's responsibility to ensure compliance with NCAA or State High School Federation rules and regulations.

## 1. **Operation Gold**

### a. **USOPC Operation Gold Event:**

The Operation Gold qualifying event for SPORTS ORG will be;

- 2022 ICF Canoe Sprint World Championships, August 3-7,2022, Halifax Canada
- 2022 ICF Canoe Slalom World Championships, July 26-31, 2022, Augsburg, Germany

Any supplementary funds for the USOPC Operation Gold Event will be distributed by SPORTS ORG to qualified athletes. Details will be outlined and communicated to athletes through SPORTS ORG's athlete agreement, to include payment criteria, award amounts and athlete eligibility terms.

In non-Olympic Games years, Operation Gold Awards are limited to one award per athlete in the Term; athletes who qualify for more than one award automatically receive the higher award.

Individuals must finish in one of the top eight places, while teams must finish in one of the top-six places at the qualifying event in a discipline on the program of the Olympic Games to qualify for an Operation Gold Award in a non-Olympic Games year.

In an Olympic Games year, teams and individuals must place in the top-three at the Olympic Games to qualify for an Operation Gold Event Award; multiple Operation Gold Event Awards can be received if an athlete has multiple top-three finishes at the Olympic Games.

<b>Summer Olympic &amp; Paralympic Sport Payment Schedule</b>			
<b>Place</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
1 <sup>st</sup>	\$6,250	\$7,500	\$37,500
2 <sup>nd</sup>	\$5,000	\$6,250	\$22,500
3 <sup>rd</sup>	\$4,375	\$5,000	\$15,000
4 <sup>th</sup>	\$3,750	\$4,375	
5 <sup>th</sup>	\$3,125	\$3,750	
6 <sup>th</sup>	\$3,125	\$3,750	
7 <sup>th</sup>	\$2,500	\$2,500	
8 <sup>th</sup>	\$2,500	\$2,500	

## **2. Athlete Stipends, Elite Athlete Health Insurance (EAHI) & Other Resources**

- Amount Awarded for this Term:** \$35,000
- Athlete Stipends and EAHI Eligibility and Criteria Approved for this Term:**
  - Sprint – Any returning Olympic medalists from the 2020 Tokyo Games will

receive a monthly stipend of \$730 to be paid each month and for the entirety of 2022.

- Slalom – Any athlete achieving one of the following results will receive a monthly stipend of \$546 to be paid each month and for the entirety of 2022.
  - 2020 Olympics - Any Slalom athlete who placed within the top 8 at the 2020 Tokyo Games
  - 2021 World Championship; Any Slalom medalist at the 2021 World Championships in an Olympic Event
  - 2021 Jr/U23 World Championships – any Slalom athlete achieving a gold medal at the Jr/U23 World Championships in an Olympic event.

Any athlete that meets the criteria to be eligible to receive athlete support in 2022 will also be eligible for EAH through December 31, 2022.

IN WITNESS WHEREOF, the Parties hereto have caused this Performance Partnership Agreement for the January 1, 2022 to December 31, 2022 Term to be executed by their duly authorized corporate officers or representatives as of the date first written below.

**AMERICAN CANOE ASSOCIATION**

**UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE**

By: Beth Spilman \_\_\_\_\_

By: Rick Adams \_\_\_\_\_

Title: Executive Director, ACA \_\_\_\_\_

Title: Chief of Sport Performance & NGB Services \_\_\_\_\_

Signature: *Beth Spilman* \_\_\_\_\_  
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Signature: *Rick Adams* \_\_\_\_\_  
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Date: December 27, 2021 | 1:26:05 PM PST \_\_\_\_\_

Date: December 27, 2021 | 7:14:30 AM PST \_\_\_\_\_