

MEMORANDUM OF UNDERSTANDING
BETWEEN
MASTERS SWIMMING CANADA
&
SWIMMING/NATATION CANADA

1.0 PURPOSE

The purpose of this memorandum of understanding is to establish an understanding between Masters Swimming Canada ("MSC") and Swimming/Natation Canada ("SNC") of the operation of masters swimming in Canada.

2.0 GUIDING PRINCIPLES

These are the guiding principles which broadly shape the relationship between MSC and SNC are:

- (a) Mutual trust and respect
- (b) Good communication and open dialogue
- (c) Seeking of opportunities to share services
- (d) Pursuit of organizational excellence to promote masters swimming in Canada
- (e) Focus on the needs of masters swimmers in Canada
- (f) Agreed upon dispute resolution process

3.0 ENTITIES

3.1 Federation International de Natation ("FINA")

FINA oversees competition in aquatics, which includes swimming.

3.2 Aquatics Canada

Aquatics Canada ("AC") is the entity that links Swimming Canada to FINA. FINA delegates its sanctioning authority to AC.

3.3 SNC

SNC is the national governing body of competitive swimming in Canada and has sole authority, delegated to it by AC, to sanction competitive swimming events in Canada.

3.4 Provincial Section Members of SNC ("PSO's")

PSO's are integral members of SNC and act as a liaison between swim clubs/athletes and SNC. SNC has authorized each PSO to sanction swimming events occurring within their provincial/territorial jurisdiction. PSO's are voting members of SNC and MSC

PSO & PMO's will work collaboratively on a shared governance structure within each province where applicable.

3.5 MSC

MSC is a national entity created to lead, develop and support masters swimming in Canada. MSC is a voting member of SNC. The members of MSC include the sole representative body for masters swimming in a province/territory and any organized masters swim club with at least two registered athletes.

3.6 Provincial Masters Organization (“PMO”)

A PMO is an incorporated body, or a provincial advisory group, that supports masters swimming in a particular province or territory. The two existing PMOs are Ontario and BC and who are voting members of MSC.

4.0 DELIVERY/OPERATION OF MASTERS SWIMMING

4.1 SNC

Currently, SNC supports masters swimming in Canada in numerous ways, including:

- (a) Advocacy and liaison with AC and FINA
- (b) Sanctioning of masters swimming competitions (either directly or via a PSO)
- (c) Insurance for national masters swimming events
- (d) Liaison with various governments
- (e) Officials training
- (f) Officials certification
- (g) Maintenance of records and results
- (h) Implementation of Safe Sport standards
- (i) Sharing of information with MSC
- (j) Provision of assistance to MSC in hosting international competitions
- (k) NCCP training & certification
- (l) Athlete, coach & officials registration

4.2 MSC

Currently, MSC supports masters swimming in Canada in numerous ways, including:

- (a) Organization of national master swimming competitions
- (b) Maintenance of an online program for all Master’s Swimmers

- (c) Issuance of awards and volunteer recognition
- (d) Maintenance of a masters rule book to the Officials, Competitions and Rules Committee
- (e) Provision of communication services including competition results, newsletters, etc.
- (f) Maintenance of national records and results management including competitive results that also form part of SNC's record system
- (g) Responsibility for Masters Coaching Module
- (h) Liaison with government and other Masters groups internationally

4.3 Acknowledgement

MSC and SNC acknowledge that:

- (a) Each of MSC and SNC is integral to the operation of masters swimming in Canada.
- (b) There has been a lack of clarity of the roles and responsibilities of MSC, SNC, PSO's and PMO's in the operation of masters swimming in Canada.
- (c) MSC and SNC will work together to clarify the roles and responsibilities of the various entities involved in masters swimming.
- (d) MSC may wish to enter into separate agreements with SNC for SNC to provide service related to coach training and certification, website services, transitioning of athletes from age-group to masters swimming, etc.
- (e) The athletes engaged in masters swimming in Canada will be best served by MSC and SNC working together to operate masters swimming in Canada.

5.0 COMMUNICATION

5.1 FINA

All masters swimming related communications received by SNC from FINA will be forwarded to MSC. SNC will give priority consideration to representatives proposed by MSC to attend FINA meetings on masters swimming topics.

5.2 Joint

MSC will provide a link to SNC on the MSC website and SNC will provide a link to MSC on the SNC website.

5.3 Event Presence

Each of MSC and SNC will provide an opportunity for the other to have a presence at national events and, where appropriate, at special events.

5.4 AGM

Each of MSC and SNC will be invited to have a representative attend the other's annual general meeting.

5.5 Senior Staff

A senior staff member of each of MSC and SNC will communicate with each other monthly and meet annually

5.6 Information

All persons must register or appear in the SNC Database to be considered a member of SNC

6.0 FEES

6.1 Authority

MSC acknowledges that SNC has the authority to set a membership fee for each athlete registered as a masters swimmer of MSC, as currently exists taking into account the services SNC provides in regard to the operation of masters swimming in Canada. SNC will seek input from MSC prior to setting the fee and determine the fee early in the year.

SNC acknowledges that MSC has the authority to set a membership fee for each athlete registered as a masters swimmer of MSC.

6.2 Remittance

The PSO will collect the fees and distribute the applicable portion to MSC and SNC or just the full amount to SNC. In the event a PSO pays SNC directly, SNC will forward MSC portion no later than 7 business days from receipt.

In the event that MSC collects fees on behalf of SNC, MSC will forward the fees collected to SNC no later than October 31 of each year.

7.0 MUTUAL GOOD FAITH

Each of MSC and SNC agrees in good faith to work together to support the roles and responsibilities of the various entities involved in masters swimming in Canada

8.0 TERM & TERMINATION


The term of this memorandum of understanding shall expire August 31, 2018. This agreement will renew automatically in one year increments upon expiry.

Either party may terminate this MOU with 90 days prior written notice delivered to the President or Executive Director, in the case of MSC, or to the President or Chief Executive Officer, in the case of SNC.

SIGNATURES

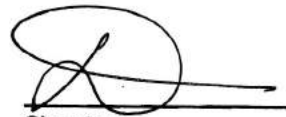
Masters Swimming Canada

Carol Fitzwilliam
President (Print)


Signature

May 6/16
Date

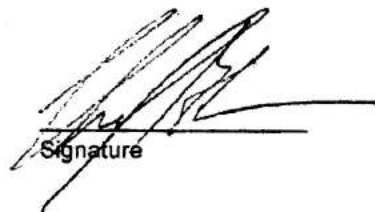
Doug Hannum
Executive Director (Print)


Signature

May 6, 2016
Date

Swimming Canada

Cheryl Gibson
President (Print)


Signature

May 6/16
Date

Ahmed El-Awadi
CEO (Print)


Signature

May 6, 2016
Date