



STAY IN THE FIGHT BURSARY AGREEMENT

BETWEEN:

Karate Canada

c/o Canadian Olympic Committee
500 West René-Lévesque Blvd.
2nd floor
Montreal, QC

- And -

[insert bursary recipient name] (hereinafter “Recipient”)
[insert address]

WHEREAS Karate Canada is the national governing body for karate in Canada;

AND WHEREAS the Recipient is an individual who was awarded a ‘Stay in the Fight Bursary’ from Karate Canada;

AND WHEREAS the Parties have agreed to enter into an agreement for the distribution and use of the bursary funds and wish to reflect the terms of their agreement in writing;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

OVERVIEW OF THE PROGRAM

1. The Stay in the Fight Bursary is a new initiative made possible with the generous support of Sport Canada. This application-based program helps provide support for female athletes who are transitioning into a different leadership role within the sport of karate.
2. Successful applicants receive a bursary amount of \$1,800 that must be used to help them envision and transition to different leadership roles (coach, official, governance or other leadership role) within the karate community.



APPLICATION

3. To receive a bursary, an applicant must submit the following:
 - a) Explanation of when she is planning on retiring from competition (or when she retired) and for what reason(s);
 - b) Identification of her preferred pathway for future involvement in karate – coach, official, or governance/leadership role;
 - c) Explanation of her motivation for transitioning to the preferred future role and how she hopes to contribute; and
 - d) Description of how she will use the bursary funding (e.g., plan of activities, expenses, budget, etc.).

USE OF FUNDS

4. On or before March 31st, 2021, bursaries will be awarded for the purpose of professional development, training, courses, mentorship and/or other activities.
5. Some of the funding may also be used for expenses such as travel and accommodation.

CONDITIONS

6. After receiving the bursary, the Recipient agrees to:
 - a) Spend the bursary amount only on activities and expenses related to the purpose of the program;
 - b) Provide proof of attendance and/or receipts from the activities that were identified in her application; and
 - c) By December 31st, 2021, provide Karate Canada with a summary of results and reflections and/or, at the discretion of Karate Canada, complete a feedback survey.

AGREEMENT

7. At Karate Canada's discretion, following a review of the materials submitted as part of the Conditions (above), it may require the Recipient to return all or some of the bursary funding that was not spent on activities or expenses that were related to the purpose of the program.

Term

8. This Agreement will commence on **February 28th, 2021** and will terminate on **February 27th, 2022** unless terminated earlier pursuant to this Agreement.



Termination of Agreement

9. Either Party may terminate this Agreement immediately if either Party goes into liquidation or insolvency or has an administrator or receiver of its undertaking appointed.
10. Either Party may terminate this Agreement if there is a breach of the terms of this Agreement. In such case, written notice must be given to specify the breach and the Party receiving the notice will have seven (7) days to remedy the matter. A breach may include, but is not limited to:
 - a) The Recipient returning the full amount of the bursary;
 - b) The Recipient declining to accept the bursary; or
 - c) One Party's conduct adversely affects the other Party or is detrimental to the image and reputation of the other Party.

Agency and/or Partnership

11. Nothing in this Agreement will be construed as making the Parties partners or in a joint venture.
12. The Parties agree not to hold themselves out, as the agents of the other Party and under no circumstance will either Party have the authority to bind the other Party or hold itself out to any third party as having such authority.

Notices

13. Notices and correspondence required to be sent to any Party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above. Any change in address will be notified to the other Party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for facsimile or email.

Governing Law

14. This Agreement will be governed by and construed in accordance with the laws of the Province of Quebec.

General

15. No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.



- 16. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
- 17. This Agreement constitutes the sole and entire agreement between the Parties. Any amendments hereto are enforceable only if in writing and signed by each of the Parties.
- 18. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
- 19. This Agreement has been executed by an authorized signatory of each Party who is duly entitled to represent and bind the Party.

THE PARTIES HEREBY AGREE to abide by the terms and conditions outlined in this Agreement.

[insert recipient name]

Name (print)	Signature	Date
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KARATE CANADA

Name, position	Signature	Date
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