

Dragon Boat Canada
SPORT INTEGRITY POLICY SUITE

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Dragon Boat Canada
Statement on Safe Sport

Dragon Boat Canada (“DBC”) has a fundamental obligation and responsibility to protect the health, safety and physical and mental well-being of every individual that is involved in the dragon boating community.

DBC takes situations involving misconduct or *Prohibited Behaviour* very seriously. For this reason, DBC is committed to enacting and enforcing strong, clear, and effective policies and processes for preventing and addressing all forms of misconduct or *Prohibited Behaviour*.

DBC’s policies are intended to promote a safe sport environment in a manner that allows for consistent, immediate, appropriate, and meaningful action should any issues arise. They are also intended to prevent issues from arising in the first place by communicating expected standards of behaviour.

To this end, DBC has adopted the *Universal Code of Conduct to Prevent and Address Maltreatment in Sport* as part of its conduct standard.

Should any *Organizational Participant* or other individual wish to report an incident or concern about misconduct or *Prohibited Behaviour* by anyone associated with DBC, including but not limited to *Athletes*, participants, coaches, officials, volunteers, and parents/guardians of *Athletes*, they may do so directly through the identified pathway identified below or through the applicable channels as established by statute.

DBC makes the following commitments to a sport environment free from misconduct and *Prohibited Behaviour*:

- a) All participants in sport can expect to play, practice, and compete, work, and interact in an environment free from misconduct and *Prohibited Behaviour*.
- b) Addressing the causes and consequences of misconduct and *Prohibited Behaviour* is a collective responsibility and requires the deliberate efforts of all participants, broader sport community, sport club administrators and organization leaders.
- c) Participants in positions of trust and authority have the general responsibility to protect the health and well-being of all other participants.
- d) Adult participants have a specific ethical and statutory duty and the additional responsibility to respond to incidents of misconduct and *Prohibited Behaviour* involving *Minors* and other *Vulnerable Organizational Participants*.
- e) All participants recognize that misconduct and *Prohibited Behaviour* can occur regardless of age, sex, sexual orientation, gender identity or expression, race, ethnicity, Indigenous status, or level of physical and intellectual disability and their intersections.

Moreover, it is recognized that those from traditionally marginalized groups have increased vulnerability to experiences of misconduct and *Prohibited Behaviour*.

- f) All participants recognize that individuals who have experienced misconduct and *Prohibited Behaviour* may experience a range of effects that may emerge at different time points and that can profoundly affect their lives.
- g) All adults working with children and youth have a duty to prevent or mitigate opportunities for misconduct and *Prohibited Behaviour*.
- h) Individuals affiliated with DBC may be required to complete appropriate mandatory training on preventing and addressing *Harassment* and abuse.
- i) In recognition of the historic vulnerability to discrimination and violence amongst some groups, which persists today, participants in positions of trust and authority have a duty to incorporate strategies to recognize systemic bias, unconscious bias, and to respond quickly and effectively to discriminatory practices.

Definitions

Terms in the Sport Integrity Policy Suite are defined as follows:

- a) **Affected Party** – any individual or entity, as determined by the *Appeal Manager*, who may be affected by a decision rendered under the *Appeal Policy* and who may have recourse to an appeal in their own right.
- b) **Appeal Manager** – an individual, who may be any staff member, committee member, volunteer, director, or an independent party, who is appointed to oversee the *Appeal Policy*. The *Appeal Manager* will have responsibilities that include using decision making authority under the *Appeal Policy*. This individual must not have had any prior involvement with the matter under appeal or have a direct relationship with any of the *Parties*.
- c) **Appellant** – the *Party* appealing a decision.
- d) **Athlete** – an individual who is an *Athlete* participant on a DBC team who is subject to the by-laws and policies of DBC.
- e) **Athlete Support Personnel** - any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent, or any other person working with, treating, or assisting an *Athlete* participating in training, preparing for or at a competition with DBC.
- f) **Bullying** – offensive behaviour and/or abusive treatment of an *Organizational Participant* that typically, but not always, involves an abuse of power.
- g) **Canadian Safe Sport Program (CSSP)** – program created by the *SIC* in accordance with its mandate to independently administer and enforce the *UCCMS* for *CSSP Sport Organizations* as defined in the *CSSP Rules*.
- h) **Code** – the *Code of Conduct and Ethics*.
- i) **Commercial Activity** – any particular transaction, act or conduct that is of a commercial character.
- j) **Complainant** – an individual who makes a report of an incident, or a suspected incident, of alleged *Maltreatment*, *Prohibited Behaviour* or other misconduct that may be a violation of the standards described in DBC's policies, rules or regulations, including the *UCCMS*.
- k) **Concussion** – a brain injury that can result in an alteration in thinking and behaviour because of a physical impact to the head, neck, face or body.
- l) **Criminal Record Check (CRC)** – a search of the RCMP Canadian Police Information Centre (CPIC) system for adult convictions.

- m) **CSSP Consent Form** – an agreement regarding the administration and enforcement of the *UCCMS* and *CSSP* Rules that must be signed by every *CSSP Participant* subject to the *CSSP* as a condition for participation with a *CSSP Sport Organization*. It is in force at any time (including without limitation, pursuant to consent provided during a previously signed agreement between a signatory to the Abuse-Free Sport Program and the *SDRCC*).
- n) **CSSP Participant** – an individual affiliated with a *CSSP Sport Organization*, has been defined by the *CSSP* Rules and is therefore subject to the *CSSP* Rules. *CSSP Participants* may include an *Athlete*, a coach, a board member, an official, an *Athlete Support Personnel*, an employee, a *Worker*, an administrator, or a volunteer acting on behalf of, or representing a *CSSP Sport Organization* in any capacity.
- o) **CSSP Sport Organization** – a national level sport organization that has adopted the *CSSP* and has retained the services of the *SIC* for the *CSSP*.
- p) **Day(s)** – calendar days.¹
- q) **Designated Person** – refers to a person/people designated by DBC removal-from-sport protocol and by its *Return-to-Sport* protocol for the purposes of fulfilling various duties indicated in this Policy. The *Designated Person(s)* is/are responsible for ensuring that:
 - i. an *Athlete* is immediately removed from further training, practice or competition if the *Athlete* is suspected of having sustained a *Concussion*;
 - ii. if the *Athlete* is under 18 years of age or such other age as may be prescribed, the parent or guardian is informed of the removal;
 - iii. such persons or entities as may be prescribed are informed of the removal; and
 - iv. once removed, the *Athlete* is not permitted to return to training, practice or competition, except in accordance with DBC's *Return-to-Sport* protocol.
- r) **Dispute Resolution Officer** – a panel of one or three individuals who are appointed by the *Independent Third Party* to decide on complaints that are assessed under Process #2 of the *Sport Integrity and Complaints Policy*.

¹ For the purpose of calculating deadlines, the following shall apply: the day of the act is not included in the calculation (i.e., the date of receipt of a decision is not Day 1); instead, the deadline would start on the day following receipt of the decision and would expire at midnight (in the location of the individual seeking to file an appeal) on the last day of the period. If the end date is a Saturday, a Sunday or a legal holiday, the period runs until the next day that is not a Saturday, a Sunday or a legal holiday. For example, if an individual receives a decision on Thursday, December 17, 20XX, the 14-day deadline to appeal this decision starts on Friday, December 18, 20XX and would expire on Friday January 1, 20XY. However, since January 1, 20XY, is a legal holiday, January 2, 20XY is a Saturday, and January 3, 20XY is a Sunday, the deadline to appeal would expire at midnight (in the location of the individual seeking to file an appeal) on January 4, 20XY.

- s) **Diversity** – the presence and integration of a variety of individuals with different personal characteristics, particularly *Under-Represented Groups*, in a group or organization.
- t) **Enhanced Police Information Check (E-PIC)** – a *Criminal Record Check* plus a search of *Local Police Information*.
- u) **Equity** – fairness afforded to individuals with diverse personal characteristics regardless of those characteristics.
- v) **Event** – an *Event* sanctioned by DBC or a *Member*.
- w) **Harass or Harassment** – in addition to the definitions under the *UCCMS*, to *Harass* or *Harassment* is a course of vexatious comments or conduct against an *Organizational Participant* or group, which is known or ought reasonably to be known to be unwelcome. *Harassing* behaviours may also be misconduct. Types of behaviour that constitute *Harassment* include, but are not limited to:
 - i. written or verbal abuse, threats, or outbursts;
 - ii. the display of visual material which is offensive or which one ought to know is offensive;
 - iii. unwelcome remarks, jokes, comments, innuendo, or taunts;
 - iv. leering or other suggestive or obscene gestures;
 - v. condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
 - vi. practical jokes which cause awkwardness or embarrassment, endanger a person's safety, or negatively affect performance;
 - vii. any form of hazing;
 - viii. unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
 - ix. unwelcome sexual flirtations, advances, requests, or invitations;
 - x. physical or sexual assault;
 - xi. behaviours such as those described above that are not directed towards a specific individual or group but have the same effect of creating a negative or hostile environment; and/or
 - xii. retaliation or threats of retaliation against an individual who reports *Harassment*.

- x) **Inclusion** – acceptance of individuals with diverse personal characteristics into a group or organization regardless of those characteristics.
- y) **Independent Third Party** – the individual or entity retained by DBC to receive reports and complaints, and to fulfill the identified responsibilities outlined in the *Sport Integrity and Complaints Policy* and *Appeal Policy*, as applicable. This individual must not be in a real or perceived conflict of interest or have a direct relationship with any of the *Parties*.
- z) **Internal Discipline Chair** – an individual appointed by DBC or the *Independent Third Party* to decide on complaints that are assessed under Process #1 of the *Sport Integrity and Complaints Policy*. The *Internal Discipline Chair* may be a director, head coach, staff member, or other individual affiliated with DBC but must not be in a conflict of interest or have a direct relationship with any of the *Parties*.

- aa) **Interpersonal Communication** – communication that occurs between two or more *Organizational Participants* within a communication medium.
- bb) **IP Address** – a numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.
- cc) **Local Police Information (LPI)** – additional conviction and selected non-conviction information in national and local police data sources which may be relevant to the position sought.
- dd) **Maltreatment** – as defined in the *UCCMS*.
- ee) **Member** – refers to the organizations that are admitted as *Members* of DBC according to DBC's by-laws.
- ff) **Minor** – as defined in the *UCCMS*.
- gg) **Minor Athlete(s)** – an individual who is an *Athlete Participant* in DBC who is subject to the policies of DBC and to this *Code* who is under the age of 19 years old.
- hh) **Officials** –
 - ii) **Organizational Participant(s)** – refers to all categories of individual *Members* and/or registrants defined in the by-laws of DBC who are subject to the policies, rules and regulations of DBC, as well as all persons employed by, contracted by, or engaged in activities with, DBC including, but not limited to, employees, contractors, *Athletes*, coaches, instructors, officials, volunteers, judges, *Athlete Support Personnel*, managers, administrators, parents or guardians, spectators, committee members, or directors and officers.
- jj) **Other Individual Subject to the CSSP** – an individual who is not defined as a *CSSP Participant* and is otherwise subject to the *CSSP* according to the *CSSP* Rules.

- kk) **Party or Parties** – the individual(s) or entities, including an *Affected Party*, involved in a dispute.
- ll) **Person in Authority** – any *Organizational Participant* who holds a position of authority within DBC including, but not limited to, coaches, instructors, officials, managers, *Athlete Support Personnel*, chaperones, committee members, or directors and officers.
- mm) **Personal Information** – any information about an individual that relates to the person's personal characteristics including, but not limited to gender, age, income, home address or phone number, ethnic background, family status, health history, and/or health conditions.
- nn) **Power Imbalance** – as defined in the *UCCMS*.
- oo) **Prohibited Behaviour** – as defined in the *UCCMS*.
- pp) **Provisional Measure** – means that the *Organizational Participant* is barred on an interim basis from participating in any *Event* or activity of DBC and its *Members* in any capacity, or as otherwise restricted in their ability to participate in sanctioned activities pursuant to the *Sport Integrity Complaints Policy*.
- qq) **Public Communication** – communication that is or was posted publicly, such as on a Participant's *Social Media* platform.
- rr) **Qualified Healthcare Professional** – refers to a licensed health care professional who has been trained in *Concussion* assessment and treatment.
- ss) **Representatives** – *Members*, directors, officers, committee members, employees, *Athletes*, coaches, officials, sport assistants, managers, trainers, volunteers, administrators, contractors, and participants within DBC.
- tt) **Respondent** – the *Party* responding to the complaint or an appeal, as applicable.
- uu) **Return-to-Sport (RTS)** – completion of the RTS strategy with no symptoms and no clinical findings associated with the current *Concussion* at rest and with maximal physical exertion.
- vv) **SDRCC** – Sport Dispute Resolution Centre of Canada.
- ww) **Social Media** – the catch-all term that is applied broadly to new computer-mediated communication media such as, but not limited to, blogs, YouTube, Bluesky, Facebook, Instagram, Threads, Tumblr, TikTok, Snapchat, Reddit and Twitter/X.
- xx) **Sport Integrity Canada (SIC)** – the independent, national, not-for-profit, multi-sport organization with a focus on the integrity issues of safe sport, anti-doping, and competition manipulation, including the *CSSP* for all *CSSP Sport Organizations* at the

national level that adopt the *CSSP*.

yy) ***Sport-Related Concussion (“SRC”)*** – a *Sport-Related Concussion* is a traumatic brain injury induced by biomechanical forces. Several common features that may be used to define the nature of a SRC may include:

- i. caused either by a direct blow to the head, face, neck or elsewhere on the body with an impulsive force transmitted to the head;
- ii. typically results in the rapid onset of short-lived impairment of neurological function that resolves spontaneously. However, in some cases, signs and symptoms evolve over several minutes to hours;
- iii. may result in neuropathological changes, but the acute clinical signs and symptoms largely reflect a functional disturbance rather than a structural injury and, as such, no abnormality may be visibly apparent; or
- iv. results in a range of clinical signs and symptoms that may or may not involve loss of consciousness. Resolution of the clinical and cognitive features typically follows a sequential course. However, in some cases symptoms may be prolonged.

zz) ***Suspected Concussion*** – means the recognition that an individual appears to have either experienced an injury or impact that may result in a *Concussion* or who is exhibiting unusual behaviour that may be the result of *Concussion*.

aaa) ***UCCMS*** – *Universal Code of Conduct to prevent and address Maltreatment in Sport*, as amended from time to time.

bbb) ***Under-Represented Groups*** – includes women, individuals who identify as Black, Indigenous, or people of colour (BIPOC), children in low-income families, seniors, people with disabilities, newcomers to Canada, and members of the 2SLGBTQ+ community.

ccc) ***Vulnerable Participant*** or ***Vulnerable Organizational Participant*** – as defined in the *UCCMS*.

ddd) ***Vulnerable Sector Check (VSC)*** – a detailed check that includes a search of the RCMP Canadian Police Information Centre (CPIC) system, *Local Police Information*, and the Pardoned Sex Offender database.

eee) ***Worker*** – any person who performs work for DBC including employees, managers, supervisors, temporary *Workers*, volunteers, student volunteers, part-time *Workers*, the Board of Directors, and independent contractor.

fff) ***Workplace*** – any place where business or work-related activities are conducted. *Workplaces* include but are not limited to, the registered office(s), work-related social functions, work assignments outside the registered office(s), work-related travel, the

training and competition environment, and work-related conferences or training sessions.

- ggg) **Workplace Harassment** – a course of vexatious comment or conduct against an *Organizational Participant* in a *Workplace* that is known or ought reasonably to be known to be unwelcome. *Workplace Harassment* should not be confused with legitimate, reasonable management actions that are part of the normal work/training function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for *Workplace* infractions.
- hhh) **Workplace Violence** – the use of or threat of physical force by a person against a *Worker* in a *Workplace* that causes or could cause physical injury to the *Worker*; an attempt to exercise physical force against a *Worker* in a *Workplace* that could cause physical injury to the *Worker*; or a statement or behaviour that it is reasonable for a *Worker* to interpret as a threat to exercise physical force against the *Worker* in a *Workplace* that could cause physical injury to the *Worker*.

Code of Conduct and Ethics

*DBC has adopted the UCCMS, as amended from time to time, provided at **Appendix A**, which shall be incorporated into the Code by reference as if set out in full herein.*

Any modifications or amendments made to the UCCMS by the relevant functions of the SIC shall come into effect immediately upon their adoption and automatically without the need for any further action by DBC.²

Purpose

1. The purpose of the *Code* is to ensure a safe and positive environment within the programs, business, activities, and *Events* of DBC and its *Members* by making all *Organizational Participants* aware that there is an expectation, at all times, of appropriate behaviour consistent with DBC's core values, mission, and policies.
2. DBC, its *Members*, and its *Organizational Participants* support equal opportunity, prohibit discriminatory practices, and are committed to providing an environment in which all individuals can safely participate in sport and are treated with respect and fairness.

Application – General

3. The *Code* applies to any *Organizational Participant*'s conduct during the programs, business, activities, and *Events* of DBC and its *Members* including, but not limited to competitions, practices, evaluations, treatment, or consultations (e.g., massage therapy), training camps, travel associated with organizational activities, the office environment, and any meetings.
4. The *Code* also applies to *Organizational Participants*' conduct outside of the programs, business, activities, and *Events* of DBC and its *Members* when such conduct adversely affects DBC's relationships (and the work and sport environment) or is detrimental to the image and reputation of DBC and its *Members*. Such applicability will be determined by DBC at its sole discretion.
5. In addition, the *Code* will apply to incidents that occur when the *Organizational Participants* involved interact due to their mutual involvement in the sport or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the *Organizational Participant(s)*.
6. The *Code* applies to *Organizational Participants* active in the sport or who have retired from the sport where any claim regarding a potential breach of the *Code* occurred when the *Organizational Participants* were active in the sport.

² It is important to note that the *Code* applies to all *Organizational Participants*, but not all *Organizational Participants* are CSSP Participants and subject to the CSSP under the CSSP Rules.

Prohibited Behaviours

7. All *Organizational Participants* must refrain from any behaviour that constitutes a *Prohibited Behaviour* as defined by the *UCCMS* and the *Code*.
8. *Organizational Participants* are responsible for knowing what actions or behaviours constitute *Prohibited Behaviours* and *Maltreatment*.
9. *Prohibited Behaviours* under the *UCCMS* include, but are not limited to:
 - a) *Physical Maltreatment*
 - b) *Psychological Maltreatment*
 - c) *Neglect*
 - d) *Sexual Maltreatment*
 - e) *Grooming*
 - f) *Boundary Transgressions*
 - g) *Discrimination*
 - h) *Subjecting to the Risk of Maltreatment*
 - i) *Failing to Report*
 - j) *Aiding and Abetting*
 - k) *Retaliation*
 - l) *Interference with or Manipulation of Process*
 - m) *False Reports*
10. In addition to the *Prohibited Behaviours* as defined by the *UCCMS*, this *Code* sets out other expected standards of behaviour and conduct for all *Organizational Participants*, and any failure to respect these expected standards of behaviour by an *Organizational Participant*, may constitute a breach of the *Code*. In addition, the following behaviours also constitute breaches of the *Code*:
 - a) *Bullying*
 - b) *Harassment*
 - c) *Workplace Harassment*
 - d) *Workplace Violence*

Responsibilities of all Organizational Participants

11. All *Organizational Participants* have a responsibility to:
 - a) refrain from any behaviour that constitutes misconduct under the *Code*, including *Prohibited Behaviour* in the *UCCMS*, as well as misconduct under other conduct policies established by DBC;
 - b) maintain and enhance the dignity and self-esteem of other *Organizational Participants* by:
 - i. treating each other with the highest standards of respect and integrity;

- ii. focusing comments or criticism appropriately and avoiding public criticism of *Athletes*, coaches, officials, organizers, volunteers, employees, or other *Organizational Participants*;
 - iii. consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;
 - iv. consistently treating individuals fairly and reasonably; and
 - v. ensuring adherence to the rules of the sport and the spirit of those rules.
- c) refrain from the use of power or authority to coerce another person to engage in inappropriate activities;
- d) refrain from consuming cannabis or recreational drugs while participating in the programs, activities, competitions, or *Events*;
- e) in the case of *Minors*, not consume alcohol, tobacco, or cannabis at any competition or *Event*;
- f) in the case of *Organizational Participants* who are not *Minors*, not consume alcohol or cannabis in the *Workplace* (subject to protections under applicable human rights legislation), and take reasonable steps to manage the responsible consumption of alcohol and cannabis in adult-oriented social situations;
- g) when driving a vehicle:
 - i. have a valid driver's license;
 - ii. obey traffic laws;
 - iii. not be under the influence of alcohol or illegal drugs or substances;
 - iv. have valid car insurance; and
 - v. refrain from engaging in any activity that would constitute distracted driving.
- h) respect the property of others and not wilfully cause damage;
- i) promote sport in the most constructive and positive manner possible;
- j) refrain from engaging in deliberate behaviour that is intended to manipulate the outcome of a competition, and/or not offer, receive or refrain from offering or receiving any benefit which is intended to manipulate the outcome of a competition. A benefit includes the direct or indirect receipt of money or other anything else of value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages;

- k) refrain from engaging in deliberate behaviour that is intended to manipulate the outcome of a para-classification and/or not offer, receive or refrain from offering or receiving any benefit which is intended to manipulate the outcome of a para-classification. A benefit includes the direct or indirect receipt of money or anything else of value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages;
- l) adhere to all applicable federal, provincial/territorial, municipal and host country laws; and
- m) comply, at all times, with the by-laws, policies, procedures, and rules and regulations of DBC, its *Members* and those of any other sport organization with authority over the *Organizational Participants*, as applicable and as adopted and amended from time to time.

Directors, Committee Members, and Employees

- 12. In addition to section 11 (above), Directors, Committee members, and employees of DBC have additional responsibilities to:
 - a) function primarily as a Director, committee member or staff members of DBC (as applicable) and ensure to prioritize their loyalty to DBC (and not to any other organization or group) while acting in this role. Certain obligations of Directors, such as confidentiality, continue after the end of a director's or committee member's term;
 - b) act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the business and the maintenance of an *Organizational Participant's* confidence;
 - c) ensure that financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities;
 - d) comply with their obligations under the Screening Policy, including understanding ongoing expectations under the Screening Policy and fully cooperating in the screening process;
 - e) conduct themselves openly, professionally, lawfully and in good faith;
 - f) be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism influence their decision-making on behalf of DBC;
 - g) exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws;

- h) maintain required confidentiality of organizational information;
- i) commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings; and
- j) have a thorough knowledge and understanding of all governance documents.¹

Athlete Support Personnel

- 13. In addition to section 11 (above), *Athlete Support Personnel* have additional responsibilities.
- 14. *Athlete Support Personnel* must understand and respect the inherent *Power Imbalance* that exists in this relationship and must not abuse it, either consciously or unconsciously.
- 15. *Athlete Support Personnel* will:
 - a) avoid any behaviour that abuses the *Power Imbalance* inherent in the coaching position of the *Athlete Support Personnel*;
 - b) ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the *Athletes*;
 - c) prepare *Athletes* systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm *Athletes*;
 - d) avoid compromising the present and future health of *Athletes* by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of *Athletes*' medical and psychological treatments;
 - e) support the *Athlete Support Personnel* of a training camp, provincial/territorial team, or national team should an *Athlete* qualify for participation with one of these programs;
 - f) comply with all established responsibilities and obligations as set out by the *Athlete Support Personnel's* professional governing association or order, if any;
 - g) accept and promote *Athletes*' personal goals and refer *Athletes* to other coaches and sport specialists as appropriate;
 - h) provide *Athletes* (and the parents/guardians of *Minor Athletes*) with the information necessary to be involved in the decisions that affect the *Athlete*;

¹ The Sport Integrity and Complaints policy does not replace any authority or process provided for under DBC's bylaws.

- i) act in the best interest of the *Athlete's* development as a whole person;
- j) comply with their obligations under the Screening Policy, including understanding ongoing expectations under the *Code* and fully cooperating in the screening process;
- k) under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or prohibited substances or prohibited methods and, in the case of *Minors, Minor Athletes*, alcohol, cannabis, and/or tobacco;
- l) respect competitor *Athletes* and, in dealings with them, not encroach upon topics or take actions which are deemed to be within the realm of 'coaching,' unless after first receiving approval from the coaches who are responsible for the *Athletes*;
- m) when a *Power Imbalance* exists, not engage in a sexual or intimate relationship with an *Athlete* of any age;
- n) disclose to DBC or the *Member* (as applicable) any sexual or intimate relationship with an *Athlete* over the age of majority and, if requested by DBC or the *Member*, immediately discontinue any coaching involvement with that *Athlete*;
- o) avoid compromising the present and future health of *Athletes* by communicating and cooperating with sport science and sport medicine professionals in the diagnosis, treatment, and management of *Athletes'* medical and psychological treatments, including when discussing optimal nutritional strategies or weight control methods for junior-aged *Athletes* and above (19 + years of age). Dieting and other weight control methods are not permitted for *Athletes* 19 years of age and younger;
- p) recognize the power inherent in the position of *Athlete Support Personnel* and respect and promote the rights of all *Organizational Participants* in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of *Organizational Participants* who are in a vulnerable or dependent position and less able to protect their own rights; and
- q) dress professionally and use appropriate language, considering the audience being addressed (e.g., the age/maturity of the individuals).

Athletes

16. In addition to section 11 (above), *Athletes* will have additional responsibilities to:

- a) follow their *Athlete* agreement (if applicable);
- b) report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete;

- c) participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, and evaluations;
- d) properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason;
- e) adhere to any rules and requirements regarding clothing, professionalism, and equipment; and
- f) act in accordance with applicable policies and procedures and, when applicable, additional rules as outlined by *Athlete Support Personnel*.

Officials

- 17. In addition to section 11 (above), officials will have additional responsibilities to:
 - a) maintain and update their knowledge of the rules and rules changes;
 - b) not publicly criticize other *Organizational Participants*;
 - c) adhere, at all times, to the rules of their international federation and any other sporting organization that has relevant and applicable authority;
 - d) place the safety and welfare of competitors, and the fairness of the competition above all else;
 - e) strive to provide a fair sporting environment and, at no time, engage in *Maltreatment* or *Prohibited Behaviour* toward any person on the field of play;
 - f) respect the terms of any agreement that they enter with DBC;
 - g) work within the boundaries of their position's description while supporting the work of other officials;
 - h) act as an ambassador of the sport by agreeing to enforce and abide by national and provincial/territorial rules and regulations;
 - i) take ownership of actions and decisions made while officiating;
 - j) respect the rights, dignity, and worth of all *Organizational Participants*;
 - k) act openly, impartially, professionally, lawfully, and in good faith;
 - l) be fair, equitable, considerate, independent, honest, and impartial in all dealings with others;

- m) respect the confidentiality required by issues of a sensitive nature, which may include discipline processes, appeals, and specific information or data about *Organizational Participants*;
- n) comply with their obligations under the Screening Policy, including understanding ongoing expectations under the *Code* and fully cooperating in the screening process;
- o) honour all assignments, unless unable to do so by virtue of illness or personal emergency and, in these cases, inform a supervisor or DBC at the earliest possible time;
- p) when writing reports, set out the facts to the best of their knowledge and recollection; and
- q) dress in proper attire for officiating.

Parents/Guardians and Spectators

18. In addition to section 11 (above), parents/guardians and spectators at *Events* will:

- a) encourage *Athletes* to compete within the rules and to resolve conflicts without resorting to hostility or violence;
- b) condemn the use of violence in any form;
- c) never ridicule an *Organizational Participant* for making a mistake during a competition or practice;
- d) respect the decisions and judgments of officials and encourage *Athletes* to do the same;
- e) support all efforts to remove verbal and physical abuse, coercion, intimidation, and excessive sarcasm;
- f) respect and show appreciation to all competitors, and to coaches, officials and other volunteers;
- g) never *Harass* *Organizational Participants*, competitors, coaches, officials, parents/guardians, or other spectators; and
- h) never encourage, aid, cover up or assist an *Athlete* in cheating through doping, competition manipulation or other cheating behaviours.

Members

19. *Members* must:

- a) adhere to all DBC governing documents and, where necessary, amend their own rules to comply or align with those of DBC;
- b) pay all required dues and fees by the prescribed deadlines;
- c) ensure that all *Athletes* and coaches participating in sanctioned competitions and *Events* of DBC are registered and in good standing;
- d) appropriately screen prospective employees to help ensure *Athletes* have a healthy and safe sport environment;
- e) ensure that any possible or actual misconduct is investigated promptly and thoroughly;
- f) impose appropriate disciplinary or corrective measures when misconduct has been substantiated;
- g) advise DBC immediately of any situation where a *Complainant* has publicized a complaint in the media (including *Social Media*);
- h) provide DBC with a copy of all decisions rendered pursuant to DBC's policies for complaints and appeals;
- i) implement any decisions and disciplinary sanctions imposed pursuant to DBC's discipline process;

Anti-Doping²

- 20. The Organization adopts and adheres to the Canadian Anti-Doping Program. The Organization and its Members will respect any sanction imposed on an Organizational Participant as a result of a breach of the [Canadian Anti-Doping Program](#) or any other applicable Anti-Doping Rules.
- 21. All Organizational Participants shall:
 - a) abstain from the non-medical use of medications or drugs or the use of Prohibited Substances or Prohibited Methods as listed on the version of the World Anti-Doping Agency's Prohibited List currently in force.

² Any capitalized terms used in this Anti-Doping section shall, unless the context requires otherwise, have the meanings ascribed to them in the Definitions section of the Canadian Anti-Doping Program.

- b) refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision, who has been found to have committed an anti-doping rule violation and is serving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program or any other applicable anti-doping rules.
- c) cooperate with any Anti-Doping Organization that is conducting an investigation into any anti-doping rule violation(s).
- d) refrain from any offensive conduct toward a Doping Control official or other individual involved in Doping Control, whether or not such conduct constitutes Tampering as defined in the Canadian Anti-Doping Program.

22. All Athlete Support Personnel or other Persons who are Using a Prohibited Substance or Prohibited Method without a valid and acceptable justification shall refrain from providing support to Athletes who fall under the Organization's jurisdiction.

Retaliation, Retribution or Reprisal

- 23. It is a breach of this *Code* for any *Organizational Participant* or any other individual to engage in any act that threatens or seeks to intimidate another individual with the intent of discouraging that *Organizational Participant* from filing, in good faith, a complaint pursuant to any DBC policy.
- 24. It is also a breach of the *Code* for an *Organizational Participant* to file a complaint for the purpose of retaliation, retribution, or reprisal against any other *Organizational Participant*. Any *Organizational Participant* found to be in breach of this section shall be liable for the costs related to the disciplinary process required to establish such a breach.

Privacy

- 25. The collection, use and disclosure of any *Personal Information* pursuant to this policy is subject to DBC's *Privacy Policy*.

Appendix A – UCCMS

The *UCCMS*, amended from time to time, is available [here](#).

Athlete Protection Policy

Purpose

1. This *Athlete Protection Policy* describes how *Persons in Authority* shall maintain a safe sport environment for all *Athletes*.

Interactions between *Persons in Authority* and *Athletes* – the ‘Rule of Two’

2. DBC recommends that the ‘Rule of Two’ be followed for all *Persons in Authority* who interact with *Athletes*, to the maximum extent possible in the circumstances. The ‘Rule of Two’ is a directive that says that an *Athlete* must never be alone one-on-one with an unrelated *Person in Authority*.
3. DBC recognizes that fully implementing the ‘Rule of Two’ may not always be possible in some instances. Consequently, DBC recommends, at a minimum, that interactions between *Persons in Authority* and *Athletes* respect the following:
 - a) To the maximum extent possible, the training environment should be visible and accessible so that all interactions between *Persons in Authority* and *Athletes* are observable.
 - b) Private and one-on-one situations that are not observable by another adult or *Athlete* should be avoided to the maximum extent possible.
 - c) A *Vulnerable Organizational Participant* may not be alone under the supervision of a *Person in Authority* unless prior written permission is obtained from the *Vulnerable Organizational Participant*’s parent or guardian.
 - d) *Persons in Authority* may not invite or host *Vulnerable Organizational Participants* in their home without the written permission from parents or guardians or without parents or guardians having contemporaneous knowledge of the visit.

Competitions, Training Sessions, and Practices

4. For competitions, training sessions, and practices, DBC recommends:
 - a) A *Person in Authority* should never be alone with a *Vulnerable Organizational Participant* prior to or following a competition or training session unless the *Person in Authority* is the *Vulnerable Organizational Participant*’s parent or guardian.
 - b) If the *Vulnerable Organizational Participant* is the first *Athlete* to arrive, the *Athlete*’s parent(s) and/or guardian(s) should remain until another *Athlete* or *Person in Authority* arrives.

- c) If a *Vulnerable Organizational Participant* would potentially be alone with a *Person in Authority* following a competition or training session, the *Person in Authority* should ask another *Person in Authority* (or a parent or guardian of another *Athlete*) to stay until all the *Athletes* have been picked up. If an adult is unavailable, another *Athlete*, who is preferably not a *Vulnerable Organizational Participant*, should be present to avoid the *Person in Authority* being alone with a *Vulnerable Organizational Participant*.
- d) *Persons in Authority* giving instructions, demonstrating skills, or facilitating drills or lessons to an individual *Athlete* should always do so within earshot and eyesight of another *Person in Authority*.
- e) *Persons in Authority* and *Athletes* should take steps to achieve transparency and accountability in their interactions. For example, a *Person in Authority* and an *Athlete* who know they will be away from other *Organizational Participants* for a lengthy period must inform another *Person in Authority* where they are going and when they expect to return. *Persons in Authority* should always be reachable by phone or text message.

Communications

5. For communication between *Persons in Authority* and *Athletes*, DBC recommends:

- a) *Persons in Authority* may only send texts, direct messages on *Social Media* or emails to individual *Athletes* when necessary and only for communicating information related to team issues and activities (e.g., non-*Personal Information*). Any such texts, messages or emails shall be professional in tone.
- b) Electronic communication between *Persons in Authority* and *Athletes* that is personal in nature should be avoided. If such personal communication is unavoidable, it must be recorded and available for review by another *Person in Authority* and/or by the *Athlete's* parent/guardian (when the *Athlete* is a *Vulnerable Organizational Participant*).
- c) Parents/guardians may request that their child not be contacted by a *Person in Authority* using any form of electronic communication and/or may request that certain information about their child not be distributed in any form of electronic communication.
- d) All communication between a *Person in Authority* and *Athletes* must be between the hours of 8:00am and 10:00 PM, unless extenuating circumstances justify otherwise.
- e) Communication concerning illegal drugs or alcohol use (unless regarding its prohibition) is not permitted.

- f) No sexually explicit language or imagery or sexually oriented conversation may be communicated in any medium.
- g) *Persons in Authority* may not ask *Athletes* to keep a personal secret for them.

Travel

6. For travel involving *Persons in Authority* and *Athletes*, DBC recommends:
 - a) Teams or groups of *Athlete* shall always have at least two *Persons in Authority* with them.
 - b) For mixed gender teams or groups of *Athletes*, there should be one *Person in Authority* from each gender.
 - c) If two *Persons in Authority* cannot be present, reasonable efforts should be made to supplement supervision with screened parents or other volunteers.
 - d) To the maximum extent possible, no *Person in Authority* may drive a vehicle alone with an *Athlete* unless the *Person in Authority* is the *Athlete's* parent or guardian.
 - e) A *Person in Authority* may not share a hotel room or be alone with an *Athlete* unless the *Person in Authority* is the *Athlete's* parent/guardian or spouse.
 - f) Room or bed checks during overnight stays must be done by two *Persons in Authority*.
 - g) For overnight travel when *Athletes* must share a hotel room, roommates must be age-appropriate and of the same gender identity.

Locker Rooms/Changing Areas

7. For changing areas and other closed meeting spaces, DBC recommends:
 - a) Interactions between *Persons in Authority* and *Athletes* should not occur in any area where there is a reasonable expectation of privacy such as a locker room, washroom or changing area. A second adult should be present for any necessary interaction between an adult and an *Athlete* in any such area.
 - b) If *Persons in Authority* are not present in the locker room or changing area, or if they are not permitted to be present, they should still be available outside the locker room or changing area and be able to enter the room or area if required, for reasons including but not limited to team communications and/or emergencies.

Photography/Video

8. For all photography and video of an *Athlete*, DBC recommends:

- a) Photographs and video should only be taken in public view. Content must observe generally accepted standards of decency and be both appropriate for and in the best interest of the *Athlete*.
- b) The use of recording devices in areas where there is a reasonable expectation of privacy is strictly prohibited.
- c) Examples of photos that shall be edited or deleted include:
 - i. images with misplaced apparel or where undergarments are showing;
 - ii. suggestive or provocative poses; and
 - iii. embarrassing images.
- d) If any content featuring an *Athlete* will be used on any form of public media, a Photo and Video Consent Form (**Appendix A**) must be completed before the content is recorded.

Physical Contact

- 9. Physical contact between *Persons in Authority* and *Athletes* may be necessary for various reasons including, but not limited to, teaching a skill, or tending to an injury. For physical contact, DBC recommends:
 - a) A *Person in Authority* must always request permission to make physical contact from the *Athlete* in advance and clearly explain where and why the physical contact will occur. The *Person in Authority* must make clear that they are requesting to touch the *Athlete* and not requiring physical contact.
 - b) Infrequent physical contact during training is not a violation of policy.
 - c) Non-essential physical contact may not be initiated by the *Person in Authority*. It is recognized that some *Athletes* may initiate non-essential physical contact such as hugging or other physical contact with a *Person in Authority* for various reasons (e.g., such as celebrating or crying after a poor performance). This physical contact should always occur in an open and observable environment.

Appendix A – Photo and Video Consent Form

Name of *Organizational Participant* (print): _____

Name of Parent/Guardian (print): _____

(When the Organizational Participant is a Minor)

Date: _____

1. I, being the *Organizational Participant* or the parent or legal guardian of the *Minor Organizational Participant*, hereby grant to DBC and [Insert Name of Club/Organization] (collectively the “Organizations”) the permission to photograph and/or record the *Organizational Participant’s* image and/or voice in pictures or videos (collectively the “Images”), and to use the Images to promote the sport and/or the Organizations through traditional media such as newsletters, websites, television, film, radio, print and/or display form, and through *Social Media* such as Instagram, Facebook, YouTube, and X/Twitter. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes. This consent will remain in effect in perpetuity.
2. I, being the *Organizational Participant* or the parent or legal guardian of the *Minor Organizational Participant*, hereby fully release, discharge, and agree to save harmless the Organizations, from any and all claims, demands, actions, damages, losses or costs that might arise out of the collection, use or disclosure of the Images or taking, publication, distortion of the Images, negatives, and masters or any other likeness or representation of the *Organizational Participant* that may occur or be produced in the taking of said Images or in any subsequent processing thereof, including without limitation any claims for libel, passing off, misappropriation of personality, or invasion of privacy.
3. I, being the *Organizational Participant* or the parent or legal guardian of the *Minor Organizational Participant*, **UNDERSTAND AND AGREE**, that I have read and understood the terms and conditions of this document. On behalf of myself, my heirs, and assigns, I agree that I am signing this document voluntarily and to abide by such terms and conditions.

Signature of *Organizational Participant*: _____

OR, if the *Organizational Participant* is a *Minor*

Signature of Parent/Guardian: _____

Sport Integrity and Complaints Policy

Purpose

1. The purpose of this policy is to set out the processes by which complaints or reports of violations of DBC's *Code*, the *UCCMS*, or other applicable conduct standard will be dealt with through the dispute resolution process set out below.
2. *Organizational Participants* are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with all policies, by-laws, rules, and regulations of DBC, as updated, and amended from time to time.
3. Non-compliance with any of DBC's policies, by-laws, rules, or regulations, may result in the imposition of sanctions pursuant to this policy and/or the by-laws of DBC, or the applicable *Member* policy.

Application

Application – General

4. This policy applies to all *Organizational Participants* and to any alleged breaches of DBC's policies, by-laws, rules, or regulations, that designate this policy as applicable to address such alleged breaches.
5. In addition to being subject to disciplinary action pursuant to this policy, an employee of DBC who is a *Respondent* to a complaint may also be subject to consequences in accordance with the employee's employment agreement or DBC's human resources policies, if applicable.

Reporting

Organizational Participants

6. Any complaints involving alleged breaches of DBC's policies that designate the Sport Integrity and Complaints Policy as the applicable mechanism may be reported by an *Organizational Participant* or any other individual to the *Independent Third Party* in writing within six months of the occurrence of the incident.³
 - a) If a complaint is filed with the *Independent Third Party* in writing after six months of the occurrence of the incident but within five years of the incident, the *Independent Third Party* may, at their sole discretion, determine whether to accept the complaint if they determine that there are reasonable grounds for the delay.

³ For the avoidance of doubt, this includes complaints referred to the Independent Third Party by the SIC if the SIC determines that a complaint initially reported to the SIC does not fall within its jurisdiction. The SIC is not required to comply with the deadline specified in this section.

b) If the complaint is submitted within five years after the occurrence of the incident, the *Independent Third Party* may only accept a complaint if they determine that doing so is warranted based on their assessment of the following non-cumulative factors:

- i. the relevant rules, norms and policies, including without limitation, social and legal norms, in effect at the time of the alleged event(s);
- ii. the severity of the allegations and the facts and circumstances of the matter;
- iii. the safety and well-being of participants and the sport community;
- iv. the potential risks and prejudice from action and inaction, with safety being paramount;
- v. the ability to identify potential *Parties* and witnesses and to obtain sufficient evidence; and
- vi. the best interest of sport and those who participate in it, including the views of the person(s) directly impacted, when feasible.

1. If a complaint submitted within five years after the incident involves allegations, if proven, would trigger a presumptive sanction of permanent ineligibility, the complaint shall be accepted.

c) Complaints of sexual *Maltreatment* may be brought at any time. While all complaints will be given due consideration, the ability to proceed may depend on the availability of evidence, the identification of involved *Parties*, and other necessary factors for a fair and effective process.

7. Notwithstanding any provision in this policy, DBC may, at its discretion, or upon request by the *Independent Third Party*, act as the *Complainant* and initiate the complaint process under the terms of this policy. In such cases, DBC will identify an individual to represent DBC.

8. A *Complainant* or any other individual who submits a report regarding a potential breach of the Organization's policies who fears retribution or reprisal, or who otherwise considers that their identity must remain confidential, may file a complaint with the *Independent Third Party* and request that their identity be kept confidential. If the *Independent Third Party* considers that the *Complainant's* identity must remain confidential during the initial stages, the *Independent Third Party* may ask that DBC take carriage of the complaint and act as the *Complainant*.⁴ The confidentiality of the *Complainant's* identity may not be guaranteed. A *Complainant's* identity may need to be disclosed if required to ensure procedural fairness, if legally mandated, or if necessary to the effective resolution of the

⁴ In such circumstances, the *Complainant(s)* may be required to provide evidence during the disciplinary process.

Complaint. If disclosure becomes necessary, the *Complainant* will be informed in advance, and reasonable measures will be taken to minimize any potential harm.

Member Jurisdiction

9. For complaints involving incidents or behaviours that occurred during or related to the activities of a Member, the Member is responsible for providing an appropriate and independent dispute resolution mechanism to address the complaints.
10. In exceptional circumstances, the *Independent Third Party* may direct a complaint to be managed by DBC if a *Member* is otherwise unable to manage the complaint for valid and justifiable reasons, such as a conflict of interest, due to a lack of capacity or where the *Member* does not have policies in place to address the complaint. In such circumstances, DBC shall have the right to request that a cost-sharing agreement is entered into with the *Member* as a pre-condition to DBC managing the complaint.
11. Where the *Independent Third Party* refers a matter to be managed by a *Member*, or where a *Member* is otherwise responsible for managing a matter (i.e., because they received the matter directly), and the *Member* fails to conduct disciplinary proceedings within a reasonable timeline, DBC may, at its discretion, take jurisdiction over the matter and conduct the necessary proceedings. In such circumstances, if the *Internal Discipline Chair* or *Dispute Resolution Officer* decides that DBC acted reasonably in taking jurisdiction over the matter, DBC's costs to conduct the proceedings, including legal fees, shall be reimbursed by the *Member* to DBC.

Minors

12. Complaints may be brought by or against an *Organizational Participant* who is a *Minor*. *Minors* must have a parent/guardian or other adult serve as their representative during this process. Where appropriate, the *Minor's* preference regarding their representative should be considered.
13. Communication from the *Independent Third Party*, *Internal Discipline Chair* or *Dispute Resolution Officer* (as applicable) must be directed to the *Minor's* representative.
14. If the *Minor's* representative is not their parent/guardian, the representative must have written permission to act in such a capacity from the *Minor's* parent/guardian, unless the parent/guardian is implicated in the complaint or is otherwise unable to act in the *Minor's* best interest.
15. A *Minor* is not required to attend or participate in an oral hearing, if held, or participate in an investigation if conducted. In such circumstances, no adverse inference can be drawn against the *Minor*.

Independent Third-Party Responsibilities

16. Upon receipt of a complaint, the *Independent Third Party* has a responsibility to:
 - a) determine whether the complaint falls within the jurisdiction of this Policy and whether it has been submitted in accordance with the deadlines indicated herein;
 - b) determine the appropriate jurisdiction to manage the complaint by considering whether the incident occurred within the business, activities, or *Events* of DBC or one of its *Members*;
 - c) determine whether the complaint is frivolous, vexatious or if it has been made in bad faith;⁵
 - d) determine if the alleged incident should be investigated pursuant to **Appendix A – Investigation Procedure**; and
 - e) choose which process (Process #1 or Process #2, as outlined below) should be followed to hear and adjudicate the matter, or if the matter should be referred to a Member to be addressed pursuant to the applicable policy.
17. If a complaint falls within the jurisdiction of the Policy, *Independent Third Party* will prepare a complaint summary which includes the specific allegations against the *Respondent* and forms the basis of the complaint process moving forward, to be provided to the *Respondent*.
18. If a complaint does not fall within the jurisdiction of the Policy, the *Independent Third Party* must reject the complaint, providing appropriate reasons in writing.

Available Process

19. There are two different processes that may be used to hear and adjudicate complaints involving *Organizational Participants*. The *Independent Third Party* decides which process will be followed at their discretion. Such decision is not appealable. The following processes are available to *Organizational Participants* of DBC or other individuals who have submitted a complaint.⁶

⁵ As indicated in the *SDRCC*'s Investigation Guidelines, a reported complaint shall not be characterized as vexatious if the evidence demonstrates that there was a reasonable basis for filing and pursuing it. For a complaint to be considered to have been made in bad faith, the *Independent Third Party* must consider that it was filed consciously for a dishonest purpose or due to the moral underhandedness of the *Complainant* and that there was an intention to mislead.

⁶ Should *CSSP Participants* and violations of the *UCCMS* by *CSSP Participants* are alleged, the matter will be referred to the *CSSP*.

Process #1 – the complaint contains allegations other than breaches of the *UCCMS* by an *Organizational Participant*, such as violations of team policy or breaches conduct standards other than the *UCCMS*.

Process #2 – The complaint contains allegations involving violations of the *UCCMS* by an *Organizational Participant*:

Please refer to “**Procedural Steps**” below regarding how Process #1 and Process #2 complaints are handled.

Provisional Measures

20. *Provisional Measures* may be imposed in a reasonable and proportionate manner, without limitation, having regard to a consideration of the following factors:
 - a) The safety or well-being of any *Organizational Participant* and the DBC community;
 - b) The seriousness of the allegations and the facts and circumstances of the case;
 - c) Potential risks and prejudice from action and inaction;
 - d) The best interest of sport and those who participate in it;
 - e) The impact of the measures on the *Respondent*; and
 - f) The integrity of the process.
21. If it is considered appropriate or necessary on the basis of the circumstances, immediate discipline or the imposition of a *Provisional Measures* may be imposed against any *Organizational Participant* by the Board of Directors of DBC after which further discipline or sanctions may be applied according to this policy.
 - a) The *Independent Third Party* will notify DBC of a complaint and provide a non-binding recommendation regarding *Provisional Measures* if the allegations involve behaviours identified under the Presumptive Sanction section of the *UCCMS*. In such circumstances, the *Independent Third Party* may only disclose a summary of the allegations and the identity of the *Respondent*, with no other identifying information provided.
22. If an infraction occurs at an *Event*, it will be dealt with by the procedures specific to the *Event*, if applicable. *Provisional Measures* may be imposed for the duration of a competition, training, activity, or *Event* only, or as otherwise determined appropriate by the designated *Party* at the competition.⁷

⁷ In-competition discipline or sanction imposed by the applicable official or authority does not prevent an *Organizational Participant* from facing additional disciplinary proceedings under the *Code*.

23. Notwithstanding the above section, DBC may determine that an alleged incident at an *Event* is of such seriousness as to warrant the imposition of a *Provisional Measure* on a *Respondent* pending completion of a *CSSP* Process as defined in the *CSSP* Rules, criminal process, the hearing, or a decision of the *Dispute Resolution Officer*. For the avoidance of doubt, DBC shall have discretion to impose *Provisional Measure* in addition to any measures imposed by the *SIC* through a *CSSP* process.
24. Any *Respondent* against whom a *Provisional Measure* is imposed may make a request to the *Internal Discipline Chair* or *Dispute Resolution Officer* (once appointed) to have the *Provisional Measure* lifted. In such circumstances, DBC shall be provided with an opportunity to make submissions, orally or in writing, regarding the *Respondent's* request to have the *Provisional Measure* lifted. *Provisional Measures* shall only be lifted in circumstances where the *Respondent* establishes that it would be manifestly unfair to maintain the *Provisional Measure* against them.
25. Any decision, which shall be in writing with appropriate reasons, not to lift a *Provisional Measure* shall not be subject to appeal.

Procedural Steps

Process #1: Addressed by Internal Discipline Chair

26. Following the determination that the complaint or incident should be handled under Process #1, the *Independent Third Party* will notify DBC. DBC will administer the process moving forward, including by appointing an *Internal Discipline Chair*.⁸
27. Officials may submit Incident Reports through the designated portal. Incident Reports will be provided to the *Internal Discipline Chair* for review. Breaches of the applicable conduct standard will be reviewed by the *Internal Discipline Chair*, following the procedure as set out below.

Dispute Resolution - General

28. Hearings before the *Internal Discipline Chair* are intended to be quick, informal, and cost-effective proceedings. The format of a hearing may be a hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods.
29. The *Internal Discipline Chair* is responsible for determining the appropriate procedure of a hearing, provided that:
 - a) within five (5) days of their appointment, the *Internal Discipline Chair* shall contact the *Complainant(s)/Official* and the *Respondent(s)* to initiate the process;

⁸ The appointed *Internal Discipline Chair* must be unbiased and not in a conflict of interest.

- b) the process is expedited and must commence within one (1) to five (5) *days* from the *Internal Discipline Chair's* first contact with the *Parties*, unless there are extenuating circumstances or scheduling considerations which reasonably delay the start of the hearing.

30. The *Internal Discipline Chair* may:

- a) Propose and apply alternative dispute resolution techniques, if appropriate; and/or
- b) ask the *Complainant* and the *Respondent* for either written or oral submissions regarding the complaint or incident. At the discretion of the *Internal Discipline Chair*, both *Parties* may submit to the *Internal Discipline Chair* any relevant evidence, including, but not limited to witness statements, documentary evidence or evidence from other media (e.g., photos, screenshots, videos or other recordings). Each *Party* shall have the right to receive the other *Party's* submissions and evidence. In the case of oral submissions, each *Party* shall be present when such submissions are made (unless waived by a *Party*); and/or
- c) following receipt of the *Parties'* submissions, the *Internal Discipline Chair* may convene the *Parties* to a hearing, to ask the *Parties* questions. The *Internal Discipline Chair* may allow the *Parties* to ask questions of one another, if they deem it appropriate and necessary.

31. Following their review of the submissions and evidence related to the complaint or Incident Report, the *Internal Discipline Chair* shall determine if any of the incidents identified in the complaint summary above have occurred and, if so, determine whether to impose a sanction and, if so, determine the appropriate sanction (see: **Sanctions**).

32. If, after hearing the *Parties* and reviewing their submissions, the *Internal Discipline Chair* considers that none of the incidents identified in the complaint summary or Match Report occurred or the incidents did not violate the applicable conduct standard, they shall dismiss the matter.

33. The *Internal Discipline Chair* will inform the *Parties* of their decision, which shall be in writing and include reasons. The *Internal Discipline Chair's* decision will take effect immediately, unless specified otherwise. Should the circumstances require a decision to be rendered immediately or within a short timeline, the *Internal Discipline Chair* may render a short decision, either orally or in writing, followed by a written reasoned decision.

34. Any decision rendered by the *Internal Discipline Chair* shall be provided to and maintained in the records of DBC.

35. Decisions of the *Internal Discipline Chair* may not be appealed.

36. Decisions will be kept confidential by the *Parties* and the aforementioned organizations and shall be retained and discarded in accordance with the relevant and applicable privacy legislation.
37. Sanctions where an *Organizational Participants'* eligibility is restricted in any manner for a period of three (3) months or more must be published in accordance with the *Publication Guidelines*.

PROCESS #2: Independent Third Party and Dispute Resolution Officer

Independent Third Party

38. Process #2 deals with violations of the *UCCMS* by *Organizational Participants*. Following the determination that the complaint should be handled under Process #2, the *Independent Third Party* will appoint a *Dispute Resolution Officer* to hear the complaint.
39. Thereafter, the *Independent Third Party* shall have the following responsibilities:
 - a) Assist with coordinating all administrative aspects of the process;
 - b) Provide administrative assistance and logistical support to the *Dispute Resolution Officer* as required, including providing the *Dispute Resolution Officer* with any information related to previously imposed disciplinary sanctions against the *Respondent(s)* of the policies of DBC, any *Member* or any other sport organization that had authority over the *Respondent*; and
 - c) Provide any other service or support that may be necessary to ensure a fair and timely proceeding.
40. If warranted, based on the extraordinary nature of the matter, the *Independent Third Party* may, in their sole discretion, appoint a panel comprised of three (3) *Dispute Resolution Officers*.
 - a) When a three-person panel is appointed, the *Independent Third Party* will appoint one of the *Dispute Resolution Officers* to serve as the Chair.
41. Once appointed, the *Dispute Resolution Officer* or designated Chair will be the primary point of contact for the *Parties*, unless otherwise indicated.

Dispute Resolution – General

- a) The complaint process will be determined by the *Dispute Resolution Officer*, as they deem appropriate in the circumstances, provided that:
 1. Within five (5) *Days* of their appointment, the *Dispute Resolution Officer* shall contact the *Complainant(s)* and the *Respondent(s)* to initiate the process;
 2. All matters under this policy, including investigations, interviews, administrative meetings and hearings, may be held virtually or in person or a hybrid;
 3. The process is to be expedited, and must commence within five (5) to ten (10) *Days* from the *Dispute Resolution Officer's* first contact with the *Parties*, unless there are extenuating circumstances or scheduling considerations which reasonably delay the start of the hearing;
 4. The *Dispute Resolution Officer* will determine whether it is appropriate for the matter to proceed to mediation first (**See: Alternative Dispute Resolution**). If the *Dispute Resolution Officer* does not believe that the matter should proceed to mediation or any of the *Parties* refuse to go to mediation, the matter will move directly to arbitration (**See: Arbitration Process**).

Alternative Dispute Resolution

42. DBC supports the principles of Alternative Dispute Resolution (“ADR”) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes. ADR also avoids the uncertainty, costs, and other negative effects associated with lengthy investigation, hearings, and appeals.
43. All *Parties* are encouraged to communicate openly, and to collaborate and use problem-solving and negotiation techniques to resolve their differences.
44. DBC’s position is that negotiated settlements are most often preferable to arbitrated outcomes.
45. Should a negotiated settlement be reached, the settlement shall be reported by the *Independent Third Party* to all *Parties* involved, as well as DBC. Following the settlement, any actions and/or sanctions shall be enacted in accordance with the timelines specified by the negotiated settlement.
46. Should a tentative negotiated settlement be reached, the proposed settlement shall be reported to DBC for approval if it involves any obligations or may reasonably impact the operations or reputation of DBC. DBC may approve, reject, or propose amendments to a proposed settlement. Any decision by DBC to approve, reject, or propose amendments to a negotiated settlement may not be appealed.

47. Any actions that are to take place because of the proposed settlement shall be completed in accordance with the timelines specified by the negotiated settlement, pending approval.
 - a) The *Parties* may not withdraw from the proposed settlement pending the approval of any actions to be taken by DBC.
48. Failure to comply with a signed negotiated settlement will result in the suspension of the individual from participating in sanctioned activities. The lifting of the suspension will be reviewed by DBC and upon the completion of all conditions identified in the signed negotiated settlement.
49. Any negotiated settlement will be final and binding on the *Parties*. Negotiated settlements may not be appealed.
50. A non-disclosure agreement (NDA) or any other confidentiality provision entered as part of a negotiated settlement may not prevent the publication by DBC or other applicable sport organization of sanctions on registries such as the *CSSP Registry*, *S/C Database*, or *NSO* database. NDAs may not be entered into if a complaint involves allegations of sexual *Maltreatment*, grooming and boundary transgressions unless such an agreement:
 - a) is the expressed wish and preference of the *Complainant(s)*;
 - b) includes an opportunity for the *Complainant(s)* to decide to waive their own confidentiality in the future and the process for doing so;
 - c) aligns with the principles of the *UCCMS*;
 - d) is of a set and limited duration; and
 - e) does not adversely affect:
 - i. the health or safety of a third *Party*, or
 - ii. the public interest

51. Any NDA in a Complaint involving allegations of sexual *Maltreatment*, grooming or boundary transgressions must be reviewed and approved by the *Dispute Resolution Officer*. The *Dispute Resolution Officer* may, at their sole discretion, approve, reject, or propose amendments to an NDA.
 - a) Any decision by the *Dispute Resolution Officer* to approve, reject, or propose amendments to an NDA may not be appealed.
52. Any negotiated settlement will be binding on the *Parties*. Negotiated settlements may not be appealed.

53. Should a negotiated settlement not be reached, the matter will proceed to arbitration.

Arbitration Process

54. The *Dispute Resolution Officer* is responsible for determining the appropriate process of a hearing. The format of a hearing may be an in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods.

55. The *Dispute Resolution Officer* shall ensure that:

- a) all *Parties* are given the opportunity to present evidence in a manner which complies with the fundamental principles of procedural fairness, and is sensitive to the needs of *Minors*, survivors of trauma, and other vulnerable individuals;
- b) nothing is admissible in evidence at a hearing that would be inadmissible in a court by reason of any privilege under the law of evidence or is inadmissible by any statute. The *Dispute Resolution Officer* may allow any evidence at the hearing filed by the *Parties* and may exclude any evidence is unduly repetitious or otherwise an abuse of process. The *Dispute Resolution Officer* shall otherwise apply relevant and applicable evidentiary rules in relation to the admissibility and weight given to evidence filed by the *Parties*.
- c) if the *Dispute Resolution Officer* grants a request from either *Party* for additional time, the *Dispute Resolution Officer* has the authority to impose additional interim conditions;
- d) the *Parties* must be given:
 - i. appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium, and
 - ii. copies of any written documents which the *Parties* wish to have the *Dispute Resolution Officer* consider will be provided to all *Parties*, through the *Independent Third Party*, in advance of the hearing.
- e) the *Parties* may engage a representative, advisor, or legal counsel at their own expense;
- f) if the *Respondent* acknowledges the facts of the incident(s), the *Respondent* may waive the hearing, in which case the *Dispute Resolution Officer* will determine the appropriate sanction. The *Dispute Resolution Officer* may still hold a hearing for the purpose of determining an appropriate sanction. In such circumstances, victim impact statements may be considered by the *Dispute Resolution Officer*;

- g) the process will proceed if a *Party* chooses not to participate in the hearing;
- h) the *Dispute Resolution Officer* may request that any other individual or organization participate and give evidence at the hearing, including DBC, provided such participation is reasonably required to effectively conduct the proceedings and is not prejudicial to the interest of the *Parties*; and
- i) If not a *Party*, a designated representative of DBC may be allowed to attend the hearing as an observer and will be provided with access to any documents submitted, bound by the confidentiality requirements of this policy. With the permission of the *Dispute Resolution Officer*, DBC may make submissions at the hearing or may provide the discipline panel with clarifying information that may be required for the *Dispute Resolution Officer* to render its decision.

56. Any procedural decisions by the *Dispute Resolution Officer* shall not be appealed.

57. The *Dispute Resolution Officer* has the power to modify a *Provisional Measure* and relieve against non-compliance with time limits, or any other technicality or irregularity as set out in this policy.

58. The determination of procedures and timelines, as well as the hearing duration, shall be as expedient and cost-efficient as possible to ensure that costs to the *Parties* and DBC and/or the *Member* are reasonable.

59. In fulfilling its duties, the *Dispute Resolution Officer* may obtain independent advice.

Decision

60. After hearing the matter, the *Dispute Resolution Officer(s)* will determine, on a balance of probabilities, whether an infraction has occurred and, if so, the sanctions to be imposed. If the *Dispute Resolution Officer* considers that no infraction has occurred, the complaint will be dismissed.

61. Within fourteen (14) days of the conclusion of the hearing, the *Dispute Resolution Officers'* written decision, with reasons, will be distributed to all *Parties* by the *Independent Third Party*, including to DBC and the relevant *Member(s)*.

- a) The decision will be by a majority vote of the *Dispute Resolution Officers* when the Panel consists of three people.

62. In extraordinary circumstances, the *Dispute Resolution Officer(s)* may first issue a verbal or summary decision soon after the conclusion of the hearing, with the full written decision to be issued before the end of the fourteen (14) day period.

63. The *Dispute Resolution Officer's* decision will come into effect as of the date that it is rendered, unless decided otherwise by the *Dispute Resolution Officer*. The *Dispute*

Resolution Officer's decision will apply automatically to DBC, its *Members* and associated organizations, according to the terms of the *Reciprocation Policy*.

64. Unless the matter involves a *Vulnerable Participant*, once the appeal deadline in the *Appeal Policy* has expired, DBC shall publish on their website a summary of the decision, which shall include the outcome of the case, the provision(s) of the relevant policies that have been violated, the name(s) of the *Organizational Participant(s)* involved as *Respondents* and the sanction(s) imposed, if any, or as otherwise specified by the Publication Guidelines. If the matter is appealed, the publication provisions in the *Appeal Policy* shall apply.
 - a) Identifying information regarding *Minors* or *Vulnerable Participants* will never be published.
65. If the *Dispute Resolution Officer* dismisses the complaint, the information referred to in previous section may only be published with the *Respondent's* consent. If the *Respondent* does not provide such consent, the information referred to in the previous section will be kept confidential by the *Parties*, the *Independent Third Party*, DBC and the *Member* and shall be retained and discarded in accordance with the relevant and applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken against the *Party* who breaches confidentiality pursuant to this policy.
66. Other individuals or organizations, including but not limited to, *Members*, provincial/territorial sport organizations and sport clubs, may be advised of the outcome of any decisions rendered in accordance with this policy.
67. Records of all decisions will be maintained by DBC in accordance with their *Privacy Policy*.
68. When the *Dispute Resolution Officer* imposes a sanction, the decision shall include, at a minimum, the following information:
 - a) jurisdiction;
 - b) summary of the facts and relevant evidence;
 - c) where applicable, the specific provision(s) of DBC's policies, by-laws, rules or regulations that have been breached;
 - d) which *Party* or Organization is responsible for the costs of implementing any sanction;
 - e) which organization is responsible for monitoring that the sanctioned individual respects the terms of the sanction;
 - f) any reinstatement conditions that the *Respondent* must satisfy (if any);
 - g) which organization is responsible for ensuring that the conditions have been satisfied; and

- h) any other guidance that will assist the *Parties* to implement the *Dispute Resolution Officer's* decision.

69. If necessary, a *Party* – or the organization that is responsible for implementing or monitoring a sanction – may seek clarifications from the *Dispute Resolution Officer* regarding the order so that it can be implemented or monitored appropriately.

Sanctions

70. When determining the appropriate sanction, the *Internal Discipline Chair* or *Dispute Resolution Officer*, as applicable, will consider the following factors (where applicable):

- a) the nature and duration of the *Respondent's* relationship with the *Complainant*, including whether there is a *Power Imbalance*;
- b) the *Respondent's* prior history and any pattern of misconduct, *Prohibited Behaviour* or *Maltreatment*;
- c) the respective ages of the individuals involved;
- d) whether the *Respondent* poses an ongoing and/or potential threat to the safety of others;
- e) the *Respondent's* voluntary admission of the offense(s), acceptance of responsibility for the misconduct, *Prohibited Behaviour* or *Maltreatment*, and/or cooperation in the investigative and/or disciplinary process of DBC;
- f) real or perceived impact of the incident on the *Complainant*, DBC or the sporting community;
- g) circumstances specific to the *Respondent* being sanctioned (e.g., lack of appropriate knowledge or training regarding the requirements in the *Code*; addiction; disability; illness);
- h) whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;
- i) a *Respondent* who is in a position of trust, intimate contact or high-impact decision-making may face more serious sanctions; and/or
- j) other mitigating or aggravating circumstances.

71. Any sanction imposed must be proportionate and reasonable. However, progressive discipline is not required, and a single incident of *Prohibited Behaviour*, *Maltreatment* or other misconduct may justify elevated or combined sanctions.

72. The *Internal Discipline Chair*⁹ or *Dispute Resolution Officer*, as applicable, may apply the following disciplinary sanctions, singularly or in combination:

- a) **Verbal or Written Warning** – a verbal reprimand or an official written notice that an *Organizational Participant(s)* has violated the *Code* and that more severe sanctions will result should the *Organizational Participant(s)* be involved in other violations.
- b) **Education** – the requirement that an *Organizational Participant(s)* undertake specified educational or similar remedial measures to address the violation(s) of the *Code* or the *UCCMS*.
- c) **Probation** – a specified amount of time within which certain terms and conditions must be met by the *Organizational Participant*, such as remaining in compliance with the *Code* and *UCCMS*. Should any further violations of the *Code* or the *UCCMS* occur during the probationary period, this may result in additional disciplinary measures, including, without limitation, a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements for a specified period.
- d) **Suspension** – either for a set time or until further notice, from participation, in any capacity, in any program, activity, *Event*, or competition sponsored by, organized by, or under the auspices of DBC. A suspended *Organizational Participant(s)* may be eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the *Organizational Participant(s)* satisfying specific conditions noted at the time of suspension.
- e) **Eligibility Restrictions** – restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions.
- f) **Permanent Ineligibility** – ineligibility to participate in any capacity in any program, activity, *Event*, or competition sponsored by, organized by, or under the auspices of DBC.
- g) **Other Discretionary Sanctions** – Other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate.

73. The *Dispute Resolution Officer* may apply the following presumptive sanctions which are presumed to be fair and appropriate for the listed *Maltreatment*:

⁹ *Internal Discipline Chairs* are limited to imposing sanctions of suspension or ineligibility for a period of six months or less.

- a) Sexual *Maltreatment* involving a *Minor Complainant*, or a *Complainant* who was a *Minor* at the time of the incidents complained of, shall carry a presumptive sanction of permanent ineligibility.
- b) Sexual *Maltreatment*, Physical *Maltreatment* with contact, and *Maltreatment* related to interference or manipulation of process shall carry a presumptive sanction of either a period of suspension or eligibility restrictions.
- c) While a *Respondent* has pending charges or allegations of a crime against a person, if justified by the seriousness of the offence, the presumptive sanction shall be a period of suspension until a final determination is made by the applicable process.

74. An *Organizational Participant*'s conviction for certain *Criminal Code* offenses involving harmful conduct shall carry a presumptive sanction of permanent ineligibility from participating with DBC. Such *Criminal Code* offences may include, but are not limited to:

- a) any child pornography offences;
- b) any sexual offences; and
- c) any offence of physical violence.

75. Failure to comply with a sanction as determined by the *Dispute Resolution Officer* will result in an automatic suspension until such time as compliance occurs.

CSSP Sanction

76. DBC will ensure that any sanctions or measures imposed by the *SIC* will be recognized and enforced within DBC's jurisdiction once DBC receives appropriate notice of any sanction or measure from the *SIC*, or if the sanction or measure is published on the Public Registry.

Appeals

77. The decision of *Dispute Resolution Officer* may be appealed in accordance with the *Appeal Policy*, except where excluded by this policy.

Confidentiality

78. The disciplinary process is confidential and involves only DBC, the *Member* (where applicable) the *Parties*, the *Independent Third Party*, the *Internal Discipline Chair*, the *Dispute Resolution Officer* (as appropriate), and any independent advisors to the *Dispute Resolution Officer*.

79. None of the *Parties* (or their *Representatives* or witnesses) or organizations referred to in the previous section will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings, unless DBC is required to notify

an organization such as an international federation, Sport Canada, national sport organization or other sport organization (i.e., where a *Provisional Measure* have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.

80. Any failure to respect the confidentiality requirement may result in further sanctions or discipline by the *Internal Discipline Chair* or *Dispute Resolution Officer* (as applicable).

Timelines

81. If the circumstances of the complaint are such that adhering to the timelines outlined by this policy will not allow a timely resolution to the complaint, the *Independent Third Party* may direct that these timelines be revised. Such decisions may not be appealed.

Statistical Reporting

82. DBC may publish a general statistical report of the activity that has been conducted pursuant to this *Sport Integrity and Complaints Policy*. This report shall not contain any information that is confidential under this policy, or that has been ordered to be kept confidential by a discipline or appeal panel, but may include information such as the number of complaints reported to the *Independent Third Party*, information regarding the nature and number of cases that were received under *Sport Integrity and Complaints Policy*, resolved through alternate dispute resolution, and the number of appeals filed pursuant to the *Appeal Policy* and whether the appeals were upheld, partially upheld or dismissed.

Privacy

83. The collection, use and disclosure of any *Personal Information* pursuant to this policy is subject to DBC's *Privacy Policy*.
84. DBC or any of their delegates pursuant to this policy (i.e., *Independent Third Party*, *Internal Discipline Chair*, *Dispute Resolution Officer*), shall comply with DBC's *Privacy Policy* in the performance of their services under this policy.
85. The *Independent Third Party* will maintain all information securely in accordance with industry standard data retention and privacy policy.

Appendix A – Investigation Procedure

Determination

1. When a complaint is submitted pursuant to the Policy and is accepted by the *Independent Third Party*, the *Independent Third Party* will determine if the incident(s) should be investigated.

Investigation

2. If the *Independent Third Party* considers that an investigation is necessary, they will appoint an investigator. The investigator must be independent of the *Independent Third Party* and DBC, with experience in investigating. The investigator must not be in a conflict-of-interest situation and should also have no connection to either *Party*.
3. Federal and/or Provincial/Territorial legislation related to *Workplace Harassment* may apply to the investigation if *Harassment* was directed toward an employee in a *Workplace*. The investigator should review *Workplace* safety legislation, the Organization's policies for human resources, and/or consult independent experts to determine whether legislation applies to the complaint.
4. The investigation may take any form as decided by the investigator, guided by any applicable legislation. The investigation may include:
 - a) interviews with the *Complainant*;
 - b) witness interviews;
 - c) statement of facts (*Complainant's* perspective) prepared by the investigator, acknowledged by the *Complainant* and provided to the *Respondent*;
 - d) interviews with the *Respondent*; and
 - e) statement of facts (*Respondent's* perspective) prepared by investigator, acknowledged by the *Respondent*, and provided to the *Complainant*.
5. The investigation shall be conducted using trauma-informed best practices to ensure a fair, respectful and minimally harmful process.

Investigator's Report

6. Upon completion of their investigation, the investigator shall prepare a written report that shall include a summary of evidence from the *Parties* and any witnesses interviewed. The report shall also include a non-binding recommendation from the investigator regarding whether an allegation or, where there are several allegations, which allegations, should be heard by a *Dispute Resolution Officer* pursuant to the *Sport Integrity and Complaints Policy*

because they constitute a likely breach of the *Code*, the *UCCMS* or any other relevant and applicable DBC or *Member* policy. The investigator may also make non-binding recommendations regarding the appropriate next steps (e.g., mediation, disciplinary procedures, further review, or investigation).

7. The Investigator's Report will be provided to the *Independent Third Party* who will disclose, at their discretion, all or part of the Investigator's Report to DBC and the relevant *Members* (if applicable). The *Independent Third Party* may also disclose the Investigator's Report to the *Parties*, subject to necessary redactions to protect witness confidentiality, privacy or sensitive information, at their discretion. Alternatively, and only if necessary, other relevant *Organizational Participants* may be provided with an executive summary of the investigator's findings by the *Independent Third Party*.
8. Should the investigator find that there are possible *Criminal Code* offences, the investigator shall assess whether reporting to the law enforcement or DBC and its *Member(s)* (as applicable) is necessary. Where reporting to law enforcement or to DBC and its *Member(s)* (as applicable) is not legally required, the safety, well-being, and informed consent of affected individuals shall be considered before making a report. Affected individuals shall be informed before any report is made and provided with appropriate support resources.
9. DBC or the *Member* (as applicable) may decide whether to report such findings to police but is required to inform police if there are findings related to the trafficking of prohibited substances or methods, any crime involving acts against a *Minor*, fraud against DBC or any *Member(s)* (as applicable), or other offences where the lack of reporting would bring DBC or the *Member* (as applicable) into disrepute. The safety risks and well-being of survivors of abuse or trauma should be considered before police involvement where feasible, and limit internal disclosure.

Reprisal and Retaliation

10. An individual who submits a complaint to the *Independent Third Party* or who gives evidence in an investigation may not be subject to reprisal or retaliation from any individual or group.
11. Any such conduct may constitute *Prohibited Behaviour* and be subject to disciplinary proceedings pursuant to the *Sport Integrity and Complaints Policy* or as applicable, the policies and procedures of the *CSSP*.

False Allegations

12. An *Organizational Participant* who submits allegations that the investigator determines to be malicious, false, or for the purpose of retribution, retaliation or vengeance may be subject to a complaint under the terms of the *Sport Integrity and Complaints Policy* and may be required to pay for the costs of any investigation that comes to this conclusion. The investigator may recommend to DBC or the *Member* (as applicable) that the *Organizational*

Participant be required to pay for the costs of any investigation that comes to this conclusion. Any *Organizational Participant* who is liable to pay for such costs shall be automatically deemed to be not in good standing until the costs are paid in full and shall be prohibited from participating in any *Member* and DBC *Events*, activities, or business. DBC or any *Member(s)* (as applicable), or the *Organizational Participant* against whom the allegations were submitted, may act as the *Complainant* with respect to making a complaint pursuant to this section.

Confidentiality

13. The investigator will make reasonable efforts to preserve the anonymity of the *Complainant*, witness or participant where appropriate and necessary. However, DBC and its *Members* recognize that maintaining full anonymity during an investigation may not be feasible. The investigator must inform any witness or participant in the investigation of this limitation.

Privacy

14. The collection, use and disclosure of any *Personal Information* pursuant to this policy by DBC is subject to DBC's *Privacy Policy*.
15. DBC, its *Members*, or any of their delegates pursuant to this policy (i.e., *Independent Third Party*, *Internal Discipline Chair*, *Dispute Resolution Officer*), shall comply with DBC's *Privacy Policy* and *Confidentiality Policy* (or, in the case if a *Member*, the *Member's* applicable policies) in the performance of their services under this policy.

Appendix B – Publication Guidelines

1. Subject to DBC's *Sport Integrity and Complaints Policy*, sanctions issued by a *Dispute Resolution Officer* and/or *Internal Discipline Chair* will be considered a matter of public record, subject to the restrictions set out below.
2. Publication of any sanction will not take place until the disciplinary process undertaken by DBC is complete, and/or appeal period, as the case may be, except as set out below.
3. Publication means the communication of information by making it known or accessible to the public through any means, including print, telecommunication or electronic means.
4. Notification means providing a written copy of any decision to an organization as required by the *Reciprocal Policy*. Parties who receive a copy of a decision under the *Sport Integrity and Complaints Policy* may not publicly disclose this information, except as reasonably necessary to implement the terms of the decision and any sanction.
5. After receiving a copy of a decision, DBC will, unless otherwise directed by the *Dispute Resolution Officer*, publish a summary of the decision. This summary will include the name of the *Respondent(s)*, the nature of the breach or breaches, the policies, by-laws, rules, or regulations that have been breached, the outcome and any sanction imposed, as well as the date of the decision.
6. Summaries will be posted in accordance with the following:
 - a) Where a sanction is imposed for a set period where an *Organizational Participant* is restricted in their involvement with the sanctioned activities of DBC, such as a suspension or a probationary period, the sanction will be posted for the duration of the sanction. It will be removed once the identified time has passed plus two (2) years.
 - b) If there a sanction or discipline involves a period of ineligibility, the sanction will be posted for the period of ineligibility plus two (2) years, except in the case of a sanction of permanent ineligibility. A sanction of permanent ineligibility will be posted indefinitely.
 - c) If a sanction is conditional on the completion of training, education or other conditions, the sanction will be posted until the *Organizational Participant* has completed the required conditions to the satisfaction of DBC, plus two (2) years.
 - d) Publication shall take place following the completion of the process under the *Sport Integrity and Complaints Policy*.
 - e) In exceptional circumstances, publication of a sanction or *Provisional Measure* will take place to protect the public and/or if the integrity of DBC will be affected by not publishing the sanction.

- f) Publication bans are standard while a complaint is in progress with DBC. All information, except for information already publicly available through authorized means, is subject to a publication ban and must be kept confidential until the process is completed to protect the integrity of the process.
- g) The publishing of *Provisional Measures* will only take place in exceptional circumstances described above in subsection (e).

7. Prior to publishing the summary, DBC will, at their discretion, remove any confidential or sensitive material from the summary, including any identifying information about *Organizational Participants* or other individuals named, unless these *Organizational Participants* are subject to a sanction and/or discipline in the decision.
8. Identifying or *Personal Information* regarding *Minor* or *Vulnerable Organizational Participants* will never be published by DBC.
9. Matters that are resolved prior to a decision will be subject to publication in accordance with the requirements of Section 6.
10. Decisions involving *Provisional Measures* and sanctions imposed through the *SIC* or the *CSSP* processes will be published according to the guidelines established by the *CSSP* Rules.
11. Nothing in the above prohibits DBC from notifying relevant sport organizations of any decision imposing a sanction and/or discipline on an *Organizational Participant*, including *Minor* or *Vulnerable Organizational Participant*, as required by the *Reciprocation Policy*.
12. If a *Minor* or *Vulnerable Organizational Participant* is sanctioned and under a decision, any organization who receives notification of this decision must keep the decision confidential, except as reasonably necessary to implement the terms of the decision.
13. Records of all decisions will be maintained by DBC in accordance with the *Privacy Policy*.

Appeal Policy

Purpose

1. This *Appeal Policy* provides *Organizational Participants* and *Parties* to a Sport Integrity Complaints Policy process with a fair and expedient appeal process.

Scope and Application of this Policy

2. This policy applies to all *Organizational Participants* and *Parties* to a Sport Integrity Complaints Policy process.
3. Any *Party* to a Sport Integrity Complaints Policy process or *Organizational Participant* who is directly affected by a decision made by DBC or a *Dispute Resolution Officer*, as the case may be, shall have the right to appeal that decision if there are sufficient grounds for the appeal under the **Grounds for Appeal** section of this policy.
4. This policy **will apply** to decisions relating to the following, except where excluded by policy:
 - a) eligibility;
 - b) conflict of interest;
 - c) discipline; and
 - d) membership, including application for membership.
5. This policy **will not apply** to decisions relating to:
 - a) employment;
 - b) selection;
 - c) infractions for doping offenses;
 - d) the rules of the sport;
 - e) selection criteria, quotas, policies, and procedures established by entities other than DBC;
 - f) substance, content and establishment of team selection or carding criteria;
 - g) volunteer/coach appointments and the withdrawal or termination of those appointments;
 - h) budgeting and budget implementation;

- i) DBC's operational structure and committee appointments;
- j) decisions or discipline arising within the business, activities, or *Events* organized by entities other than DBC (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by DBC at its sole discretion);
- k) commercial matters for which another appeals process exists under a contract or applicable law;
- l) decisions made under this policy;
- m) any complaint or report dealt with under the *CSSP* process, and any resulting outcome; or
- n) any decision made by the Safeguarding Tribunal or the Appeal Tribunal of the *SDRCC*.

Timing of Appeal

- 6. *Party to a Sport Integrity Complaints Policy process or Organizational Participants* who wish to appeal a decision have seven (7) *Days* from the date on which they received notice of the decision to submit all the following, in writing, to DBC or their identified designate:
 - a) notice of the intention to appeal;
 - b) their contact information;
 - c) name and contact information of the *Respondent* and any *Affected Parties*, when known to the *Appellant*;
 - d) date the *Appellant* was advised of the decision being appealed;
 - e) a copy of the decision being appealed, or description of decision if written document is not available;
 - f) grounds for the appeal;
 - g) detailed reasons for the appeal;
 - h) all evidence that supports these grounds;
 - i) requested remedy or remedies; and
 - j) an administration fee of five hundred dollars (\$500), which will be refunded if the appeal is upheld.

7. A *Party* to a Sport Integrity Complaints Policy process or *Organizational Participant* who wishes to initiate an appeal beyond the seven (7) day period must provide a written request stating the reasons for an exemption. The decision to allow or not allow an appeal outside of the seven (7) day period will be at the sole discretion of the *Appeal Manager* and may not be appealed.

Grounds for Appeal

8. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds include DBC or designate:
 - a) made a decision that it did not have the authority or jurisdiction (as set out in the applicable governing documents) to make;
 - b) failed to follow its own procedures (as set out in the applicable governing documents);
 - c) made a decision that was influenced by bias (where bias is defined as a lack of neutrality to such an extent that the decision-maker appears not to have considered other views); or
 - d) made a decision that was unreasonable.

Screening of Appeal

9. DBC will appoint an independent *Appeal Manager* (who must not be in a conflict of interest, have had any prior involvement in the matter under appeal or have any direct relationship with the *Parties*) who has the following responsibilities:
 - a) to determine if the appeal falls under the scope of this policy;
 - b) to determine if the appeal was submitted in a timely manner; and
 - c) to decide whether there are sufficient grounds for the appeal.
10. If the *Appeal Manager* denies the appeal because of insufficient grounds because it was not submitted in a timely manner, or because it did not fall under the scope of this policy, the *Appellant* will be notified, in writing, of the reasons for this decision. This decision may not be appealed.
11. If the *Appeal Manager* is satisfied there are sufficient grounds for an appeal, the *Appeal Manager* will appoint an Appeal Panel which shall consist of a single individual, to hear the appeal.

12. In extraordinary circumstances, and at the discretion of the *Appeal Manager*, an Appeal Panel composed of three persons may be appointed to hear the appeal. In this event, the *Appeal Manager* will appoint one of the Appeal Panel's members to serve as the Chair.

Determination of Affected Parties

13. To confirm the identification of any *Affected Parties*, the *Appeal Manager* will engage DBC. The *Appeal Manager* may determine whether a *Party* is an *Affected Party* in their sole discretion.

Procedure for Appeal Hearing

14. The *Appeal Manager* shall notify the *Parties* that the appeal will be heard. The *Appeal Manager* shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the *Appeal Manager* and may not be appealed.
15. If a *Party* chooses not to participate in the hearing, the hearing will proceed without further notice or opportunity to participate or provide submissions for the *Party* refusing to participate.
16. The format of the hearing may involve an in-person hearing, an oral hearing by telephone or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the *Appeal Manager* and the Appeal Panel deem appropriate in the circumstances. The following guidelines will apply to the hearing:
 - a) The hearing will be held within a timeline determined by the *Appeal Manager*;
 - b) The *Parties* will be given reasonable notice of the day, time, and place of an oral, in-person hearing or oral hearing by telephone or electronic communications;
 - c) Copies of any written documents which any of the *Parties* wish to have the Appeal Panel consider will be provided to all *Parties* in advance of the hearing;
 - d) The *Parties* may be accompanied by a representative, advisor, or legal counsel at their own expense;
 - e) The Appeal Panel may request that any other individual participate and give evidence at an in-person hearing or oral hearing by telephone or electronic communications;
 - f) The Appeal Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the appeal but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate;

- g) If a decision in the appeal may affect another *Party* to the extent that the other *Party* would have recourse to an appeal in their own right under this policy, that *Party* will become an *Affected Party* to the appeal in question and will be bound by its outcome; and
- h) The decision to uphold or reject the appeal will be by a majority vote of Appeal Panel members.

17. In fulfilling its duties, the Appeal Panel may obtain independent advice.

Appeal Decision

- 18. The *Appellant* must demonstrate, on a balance of probabilities, that the *Respondent* has made a procedural error as described in the Grounds for Appeal section of this policy and that this error had a material effect on the decision or decision-maker.
- 19. The Appeal Panel shall issue its decision, in writing and with reasons, within seven (7) days after the hearing's conclusion. In making its decision, the Appeal Panel will have no greater authority than that of the original decision-maker. The Appeal Panel may decide to:
 - a) reject the appeal and confirm the decision being appealed;
 - b) uphold the appeal and refer the matter back to the initial decision-maker for a new decision; or
 - c) uphold the appeal and vary the decision.
- 20. The Appeal Panel will also determine whether costs of the appeal will be assessed against any *Party*. In assessing costs, the Appeal Panel will consider the outcome of the appeal, the conduct of the *Parties*, and the *Parties'* respective financial resources.
- 21. The Appeal Panel's written decision, with reasons, will be distributed to all *Parties*, the *Appeal Manager*, and DBC. In extraordinary circumstances, the Appeal Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter. The decision will be considered a matter of public record and published according to the Publication Guidelines unless decided otherwise by the Appeal Panel.
- 22. The Appeal Panel's decision is final and binding on the *Parties*.

Timelines

23. If the circumstances of the appeal are such that adhering to the timelines outlined by this policy will not allow a timely resolution to the appeal, the *Appeal Manager* and/or Appeal Panel may direct that these timelines be revised.

Confidentiality

24. The appeals process is confidential and involves only the *Parties*, DBC the *Appeal Manager*, the Appeal Panel, and any independent advisors to the Appeal Panel. Once initiated and until a decision is released, none of the *Parties* (or their *Representatives* or witnesses) will disclose confidential information relating to the appeal to any person not involved in the proceedings, unless DBC is required to notify an organization such as an international federation, Sport Canada or other sport organization (i.e., where *Provisional Measures* have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.
25. None of the *Parties* (or their *Representatives* or witnesses) or organizations referred to in Section 24 above will disclose confidential information relating to the appeal to any person not involved in the proceedings, unless DBC is required to notify an organization such as an international federation, national sport organization, Sport Canada or other sport organization (i.e., where a *Provisional Measures* have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.
26. Any failure to respect the confidentiality requirement may result in further sanctions or discipline by the Appeal Panel.

Final and Binding

27. The decision of the Appeal Panel shall be binding on the *Parties*.
28. No action or legal proceeding will be commenced against DBC or *Organizational Participants* in respect of a dispute, unless DBC has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in governing documents.

Privacy Policy

General

1. Background – Privacy of *Personal Information* is governed by the federal *Personal Information Protection and Electronics Documents Act* ("PIPEDA"). This policy describes the way that DBC collects, uses, safeguards, discloses, and disposes of *Personal Information*, and states DBC's commitment to collecting, using, and disclosing *Personal Information* responsibly. This policy is based on the standards required by PIPEDA and DBC's interpretation of these responsibilities.
2. Purpose –The purpose of this policy is to govern the collection, use and disclosure of *Personal Information* during commercial activities in a manner that recognizes the right to privacy of *Organizational Participants* with respect to their *Personal Information* and the need of DBC to collect, use or disclose *Personal Information*.

Application of this Policy

3. Application – This Policy applies to *Representatives* in connection *Personal Information* that is collected, used, or disclosed during any *Commercial Activity* related to DBC.
4. Ruling on Policy – Except as provided in the *Act*, the Board of Directors of DBC will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

Obligations

5. Statutory Obligations – DBC is governed by the *Personal Information Protection, Electronic Documents Act* in matters involving the collection, use and disclosure of *Personal Information*.
6. Additional Obligations – In addition to fulfilling all requirements of the *Act*, DBC and its *Representatives* will also fulfill the additional requirements of this Policy. *Representatives* of DBC will not:
 - a) disclose *Personal Information* to a third *Party* during any business or transaction unless such business, transaction or other interest is properly consented to in accordance with this Policy;
 - b) knowingly place themselves in a position where they are under obligation to any organization to disclose *Personal Information*;
 - c) in the performance of their official duties, disclose *Personal Information* to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest;

- d) derive personal benefit from *Personal Information* that they have acquired during the course of fulfilling their duties with DBC; or
- e) accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of *Personal Information*.

Accountability

7. **Privacy Officer** – The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security and for ensuring that all staff receives appropriate training on privacy issues and their responsibilities. The Privacy Officer also handles *Personal Information* access requests and complaints. The Privacy Officer may be contacted as follows:

DBC

ADDRESS

Tel: (XXX)

Email:

8. **Duties** – The Privacy Officer will:

- a) implement procedures to protect *Personal Information*;
- b) establish procedures to receive and respond to complaints and inquiries;
- c) record all persons having access to *Personal Information*;
- d) ensure any third-party providers abide by this Policy; and
- e) train and communicate to staff information about DBC's privacy policies and practices.

9. **Employees** – DBC shall be responsible to ensure that the employees, contractors, agents, or otherwise of DBC are compliant with the *Act* and this Policy.

Identifying Purposes

10. **Purpose** – *Personal Information* may be collected from *Representatives* and prospective *Representatives* for purposes that include, but are not limited to, the following:

Communications:

- a) sending communications in the form of e-news or a newsletter with content related to DBC programs, *Events*, fundraising, activities, discipline, appeals, and other pertinent information;
- b) publishing articles, media relations and postings on DBC website, displays or posters;
- c) award nominations, biographies, and media relations;
- d) communication within and between *Representatives*;
- e) discipline results and long-term suspension list;
- f) checking residency status; or
- g) posting images, likeness or other identifiable attributes to promote DBC.

Registration, Database Entry and Monitoring:

- a) registration of programs, *Events* and activities;
- b) *SIC* Database and/or Public Registry entry;
- c) database entry at the Coaching Association of Canada and to determine level of coaching certification coaching qualifications and coach selection;
- d) database entry to determine level of officiating certification and qualifications;
- e) determination of eligibility, age group and appropriate level of play/competition;
- f) *Athlete* Registration, outfitting uniforms, and various components of *Athlete* and team selection;
- g) technical monitoring, officials training, educational purposes, sport promotion, and media publications;
- h) selection;
- i) implementation of classification; or
- j) technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion

Sales, Promotions and Merchandising:

- a) purchasing equipment, coaching manuals, resources and other products; or

- b) promotion and sale of merchandise.

General:

- a) travel arrangement and administration;
- b) implementation of DBC's screening program;
- c) medical emergency, emergency contacts or reports relating to medical or emergency issues;
- d) determination of membership demographics and program wants and needs;
- e) managing insurance claims and insurance investigations;
- f) video recording and photography for personal use, and not commercial gain, by spectators, parents, and friends;
- g) video recording and photography for promotional use, marketing and advertising by DBC; or
- h) payroll, honorariums, company insurance and health plans.

11. Purposes not Identified – DBC shall seek consent from individuals when *Personal Information* is used for *Commercial Activity* not previously identified. This consent will be documented as to when and how it was received.

Consent

12. Consent – DBC shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. DBC may collect *Personal Information* without consent where reasonable to do so and where permitted by law.

13. Implied Consent – By providing *Personal Information* to DBC, *Organizational Participants* are consenting to the use of the information for the purposes identified in this policy.

14. Withdrawal – An individual may declare to the Privacy Officer in writing to withdraw consent to the collection, use or disclosure of *Personal Information* at any time, subject to legal or contractual restrictions, including under the *CSSP Consent Form*. DBC will inform the *Organizational Participant* of the implications of such withdrawal.

15. Legal Guardians – Consent shall not be obtained from individuals who are *Minors*, seriously ill, or mentally incapacitated and therefore shall be obtained from a parent, legal guardian or person having power of attorney of such an individual.

16. Exceptions for Collection – DBC is not required to obtain consent for the collection of *Personal Information* if:

- a) It is clearly in the *Organizational Participant's* interests and consent is not available in a timely way;
- b) Knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal, provincial or territorial law;
- c) The information is for media or journalistic purposes; or
- d) The information is publicly available as specified in the *Act*.

17. Exceptions for Use – DBC may use *Personal Information* without the *Organizational Participant's* knowledge or consent only:

- a) if DBC has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial, territorial or foreign law and the information is used for that investigation;
- b) for an emergency that threatens an individual's life, health or security;
- c) aggregate information for statistical or scholarly study or research;
- d) if it is publicly available as specified in the *Act*;
- e) if the use is clearly in the individual's interest and consent is not available in a timely way; or
- f) if knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal, provincial or territorial law.

18. Exceptions for Disclosure – DBC may disclose *Personal Information* without the individual's knowledge or consent only:

- a) to a lawyer representing DBC;
- b) to collect a debt the individual owes to DBC;
- c) to comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction;
- d) to a government institution that has requested the information, identified its lawful authority, and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, provincial, territorial or foreign law; or that suspects that the information relates to national

security or the conduct of international affairs; or is for the purpose of administering any federal, provincial or territorial law;

- e) to an investigative body named in the Act or government institution on DBC's initiative when DBC believes the information concerns a breach of an agreement, or a contravention of a federal, provincial, territorial, or foreign law, or suspects the information relates to national security or the conduct of international affairs;
- f) to an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal, provincial or territorial law;
- g) in an emergency threatening an individual's life, health, or security (DBC must inform the individual of the disclosure);
- h) aggregate information for statistical, scholarly study or research;
- i) to an archival institution;
- j) 20 years after the individual's death or 100 years after the record was created;
- k) if it is publicly available as specified in the regulations; or
- l) if otherwise required by law.

Limiting Collection, Use, Disclosure, and Retention

19. Limiting Collection, Use, and Disclosure – DBC shall not collect, use or disclose *Personal Information* indiscriminately. Information collected will be for the purposes specified in this Policy, except with the consent of the individual or as required by law.
20. Retention Periods – *Personal Information* shall be retained as long as reasonably necessary to enable participation in DBC, to maintain accurate historical records and/or as may be required by law.
21. Destruction of Information – Documents shall be destroyed by way of shredding and electronic files will be deleted in their entirety.

Safeguards

22. Safeguards – *Personal Information* shall be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.

Breaches

23. Breaches – DBC is required to report breaches of its security safeguards and any unauthorized disclosure of, or access to, *Personal Information* to the Office of the Privacy

Commissioner if the breach, disclosure, or access may pose a “real risk of significant harm” to an individual. A “real risk of significant harm” is defined as: “*Bodily harm, humiliation, damage to reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the credit record and damage to or loss of property*”.

24. Reporting – DBC will report the breach or unauthorized access or disclosure to the Office of the Privacy Commissioner in the form and format specified by the Office of the Privacy Commissioner or will be subject to financial penalties.
25. Records and Notification – In addition to reporting the breach or unauthorized access or disclosure, DBC will keep records of the breach and inform affected individuals.

Individual Access

26. Access – Upon written request, and with assistance from DBC, an individual may be informed of the existence, use and disclosure of his or her *Personal Information* and shall be given access to that information. Further, an individual is entitled to be informed of the source of the *Personal Information* along with an account of third *Parties* to whom the information has been disclosed.
27. Response – Requested information shall be disclosed to the individual within thirty (30) days of receipt of the written request at no cost to the individual, or at nominal costs relating to photocopying expenses, unless there are reasonable grounds to extend the time limit.
28. Denial – An individual may be denied access to his or her *Personal Information* if the information:
 - a) cannot be disclosed for legal, security, or commercial proprietary purposes; or
 - b) is subject to solicitor-DBC privilege or litigation privilege.
29. Reasons – Upon refusal, DBC shall inform the individual the reasons for the refusal and the associated provisions of the *Act*.
30. Identity – Sufficient information shall be required to confirm an individual’s identity prior to providing that individual an account of the existence, use, and disclosure of *Personal Information*.

Challenging Compliance

31. Challenges – An individual shall be able to challenge compliance with this Policy and the *Act* to the designated individual accountable for compliance.
32. Procedures – Upon receipt of a complaint DBC shall:

- a) record the date the complaint is received;
- b) notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
- c) acknowledge receipt of the complaint by way of written communication and clarify the nature of the complaint within three (3) *days* of receipt of the complaint;
- d) appoint an investigator using Organization personnel or an independent investigator, who shall have the skills necessary to conduct a fair and impartial investigation and shall have unfettered access to all relevant file and personnel, within ten (10) *days* of receipt of the complaint;
- e) upon completion of the investigation and within twenty-five (25) *days* of receipt of the complaint, the investigator will submit a written report to DBC; and
- f) notify the *Complainant* to the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures within thirty (30) *days* of receipt of the complaint.

33. Whistleblowing – DBC shall not dismiss, suspend, demote, discipline, *Harass* or otherwise disadvantage any director, officer, employee, committee member, volunteer, trainer, contractor, and other decision-maker within DBC or deny that person a benefit because the individual, acting in good faith and on the basis of reasonable belief:

- a) disclosed to the commissioner that DBC has contravened or is about to contravene the *Act*;
- b) has done or stated an intention of doing anything that is required to be done to avoid having any person contravene the *Act*; or
- c) has refused to do or stated an intention of refusing to do anything that is in contravention of the *Act*.

IP Address

34. IP Address – DBC does not collect, use, or disclose *Personal Information* such as *IP Addresses*.

Applicable Law

35. Applicable Law – DBC website is created and controlled by DBC in Ontario. As such, the laws of the province of Ontario shall govern these disclaimers, terms, and conditions.

Reciprocation Policy

Purpose

1. The purpose of this policy is to ensure national enforcement and recognition of all sanctions imposed by DBC and *Members* under the applicable policy.

Application

2. This policy applies to all *Members*.

Responsibilities

3. DBC will:
 - a) for discipline decisions provided to DBC by *Members*, determine per the *Sport Integrity and Complaints Policy* whether to initiate further action against the individual(s) named in the decision; and
 - b) recognize and enforce the disciplinary sanctions imposed by *Members*.
4. *Members* will:
 - a) provide copies of discipline and appeal decisions involving *Organizational Participants* to DBC;
 - b) recognize and enforce the disciplinary sanctions and measures imposed by DBC and/or the *SIC* related to the *CSSP*;
 - c) update their registration documents to appropriately reflect the publication and requirements of the reciprocation procedures; and
 - d) update their governing documents to reference the reciprocation procedures described herein.

Event Discipline Procedure

This Event Discipline Procedure does not supersede or replace the Sport Integrity and Complaints Policy

Purpose

1. DBC is committed to providing a competition environment in which all *Organizational Participants* are treated with respect. This Procedure outlines how alleged misconduct during an *Event* will be handled.

Scope and Application

2. This Procedure will be applied to all *Events* designated by DBC as using this Procedure.
3. If the *Event* is being sanctioned by an organization other than DBC (e.g., by an international federation), the procedures for *Event* discipline adopted by the host organization will replace this procedure, which may include the *CSSP Rules*.
4. Incidents involving *Organizational Participants* connected with DBC (such as *Athletes*, *Athlete Support Personnel*, and directors and officers) must be reported by the head coach or team representative to DBC to be addressed under the *Sport Integrity and Complaints Policy*, if necessary.
5. This Procedure does not replace or supersede the *Sport Integrity and Complaints Policy*. Instead, this Procedure works in concert with the *Sport Integrity and Complaints Policy* by outlining, for a designated person with authority at an *Event* sanctioned by DBC, the procedure for taking immediate corrective action in the event of a possible violation of the *Code*.

Misconduct During Events

6. Incidents that violate or potentially violate the *Code* or any additional applicable conduct standards, which can occur during a competition, away from the area of competition, or between *Parties* connected to the *Event*, shall be reported to the designated individual responsible for discipline at the *Event*.
7. The designated person at the *Event* shall use the following procedure to address the incident that violated or potentially violated the *Code*:
 - a) notify the involved *Parties* that there has been an incident that violated or potentially violated the *Code*;
 - b) convene an Event Discipline Panel of either one person or three people (one of whom shall be designated the Chairperson), who shall not be in a conflict of interest or involved in the original incident, to determine whether the *Code* has been violated;

- a. The designated person may serve as or be part of the Event Discipline Panel.
- c) The Event Discipline Panel may interview and secure statements from any witnesses to the alleged violation;
- d) If the violation occurred during a competition, interviews may be held with the officials who officiated or observed the competition and with coaches and participants when necessary and appropriate;
- e) The Event Discipline Panel will attempt to secure a statement from the person(s) accused of the violation;
- f) The Event Discipline Panel will render a decision and determine an appropriate sanction; and
- g) The chairperson of the Event Discipline Panel will inform all *Parties* of the Event Discipline Panel's decision.

8. The sanction determined by the Event Discipline Panel may include any of the following, singularly or in combination:
 - a) oral or written warning;
 - b) oral or written reprimand;
 - c) suspension from future competitions at the *Event*;
 - d) ejection from the *Event*; or
 - e) other appropriate penalty as determined by the Event Discipline Panel.
9. The Event Discipline Panel does not have the authority to determine a sanction that exceeds the conclusion of the *Event*.
10. A full written report of the incident and the Event Discipline Panel's decision shall be submitted to DBC by the Chair of the Event Discipline Panel following the conclusion of the *Event*.
11. A complaint and further discipline may then be applied in accordance with the *Sport Integrity and Complaints Policy*, if necessary.
12. Decisions made pursuant to this Procedure may not be appealed.
13. This Procedure does not prohibit other *Organizational Participants* from reporting the same incident to DBC to be addressed as a formal complaint under the *Sport Integrity and Complaints Policy* and/or as a report through the *CSSP* process, if applicable.

14. DBC shall record and maintain records of all reported incidents.

Timelines

15. The procedures outlined in this Procedure are *Event*-specific and therefore shall be exercised and implemented as soon as it is reasonable to do so. The final decision of the Event Discipline Panel must be reached and communicated to the *Parties* prior to the conclusion of the *Event* for it to be effective.
16. Decisions issued by the Event Discipline Panel after the conclusion of the *Event* will not be enforceable.

Diversity, Equity, and Inclusion Policy

Purpose

1. DBC is committed to encouraging *Diversity, Equity, and Inclusion* in its administration, policies, programs, and activities.
2. The purpose of this policy is to ensure that DBC provides *Under-Represented Groups* with a full and equitable range of opportunities to participate and lead.

General

3. DBC will:
 - a) provide this policy to all *Organizational Participants* and provide education on the importance of *Diversity, Equity, and Inclusion* and what this entails in terms of practices, policies, procedures, and norms of behaviour;
 - b) provide registration forms and other documents that allow:
 - i. the *Organizational Participant* to indicate their gender identity and expression, rather than their sex or gender;
 - ii. the *Organizational Participant* to abstain from indicating a gender identity with no consequence to the individual;
 - iii. the *Organizational Participant* to indicate their pronoun(s); and
 - iv. the *Organizational Participant* to indicate their preferred name.
 - c) maintain organizational documents and DBC's website in a manner that promotes inclusive language and images;
 - d) refer to *Organizational Participants* by their preferred name and their pronoun(s);
 - e) work with *Under-Represented Groups* on the implementation, monitoring and/or modification of this policy;
 - f) when DBC has the authority to determine *Organizational Participants'* use of washrooms, change rooms, and other facilities, DBC will permit individuals to use the facilities of their gender identity;
 - g) ensure uniforms and dress *Codes* that respect an *Organizational Participant's* gender identity and gender expression;
 - h) support *Inclusion, Equity, and access* for *Under-Represented Groups*; and

- i) exercise influence with external agencies to encourage *Equity*.

Programming

- 4. DBC is committed to creating and supporting programs that address *Diversity, Equity, and Inclusion* in sport. For example, DBC will:
 - a) ensure that the achievement of equitable opportunities is a key consideration when developing, updating, or delivering DBC's programs and policies;
 - b) ensure that *Organizational Participants* from *Under-Represented Groups* have no barriers to participation in DBC's programs, training, and coaching opportunities;
 - c) create and support new programming that specifically addresses *Diversity, Equity, and Inclusion*;
 - d) monitor and evaluate the success of its *Diversity, Equity, and Inclusion* programming;
 - e) fund programs and services equitably;
 - f) encourage *Under-Represented Groups* to act as role models for young *Organizational Participants*;
 - g) create opportunities to advance the number and levels of women in coaching; and
 - h) when planning educational sessions, consider a balance of presenters from all gender identities.

Staff, Board of Directors, Committee

- 5. DBC will:
 - a) strive to achieve gender balance in the appointment of all committees, task forces and other decision-making or decision-influencing bodies, and in seeking nominations for and appointments to the Board;
 - b) include gender *Equity* as a stated value that is accepted and promoted on nominating and selection committees;
 - c) ensure equal opportunities exist for all staff to receive professional development to move towards senior levels of decision-making;
 - d) develop, update, and deliver all policies, programs and services ensuring the concerns and needs of *Under-Represented Groups* are identified, promoted, and supported; and
 - e) deal with any incidence of discriminatory behaviour according to DBC's *Code*.

Media Relations

6. DBC will:
 - a) strive to ensure that *Under-Represented Groups* are portrayed equitably in promotional materials and official publications, and that gender-neutral language is used in all communications;
 - b) produce all written and visual materials in a gender-inclusive manner;
 - c) develop a communication plan that strives to give media visibility to *Under-Represented Groups*; and
 - d) use gender-appropriate or gender-neutral language and positive, active visuals in all publications, graphics, videos, posters and on websites.

Human Resource Management

7. As part of its commitment to the use of equitable human resource management practices, DBC will:
 - a) adopt, when possible, work practices such as flex-time, job-sharing, and home-based offices;
 - b) provide a physically accessible *Workplace* environment;
 - c) use non-discriminatory interview techniques;
 - d) provide opportunities for all staff to advance to senior decision-making levels and receive equitable remuneration;
 - e) publicly declare DBC to be an equal opportunity employer and respect and implement the principle of pay *Equity* in relation to salaried and contract employees; and
 - f) when appropriate, make available access to Employee Assistance counselling.

Ongoing Commitment to Diversity, Equity, and Inclusion

8. DBC resolves to continue to incorporate *Diversity, Equity, and Inclusion* matters in its strategies, plans, actions, and operations; including technical programs, business management, sponsorship, marketing, media, and communications.

Evaluation

9. DBC will continually monitor and evaluate its *Diversity, Equity and Inclusion* progress.

Concussion Policy and Code

Preamble

1. The *Concussion Policy and Code* (the “Policy”) is based on the 6th Consensus Statement on *Concussion in Sport*, released in June 2023, and *Rowan’s Law*.¹⁰
2. *Rowan’s Law* imposes three obligations on sporting organizations:
 - a) Receive an acknowledgement from *Organizational Participants* who are under 26 years of age, parents of *Athletes* under 18, as well as their coaches, team trainers (including *Athlete Support Personnel*) and officials that they have reviewed the published *Concussion* awareness resources;
 - b) Establish a *Concussion Code of Conduct*; and
 - c) Establish a removal-from-sport and *Return-to-Sport* protocol.
3. *Rowan’s Law* is the only legislation addressing *Concussion* safety in the country, and DBC recognizes this legislation is the leading standard in *Concussion* prevention and awareness in Canada, and it is reflected within the Policy.
4. This Policy also incorporates the report of the 2022 *Concussion in Sport* Group (2022 CISG), a group of sport *Concussion* medical practitioners and experts, which provided recommendations for preventing *Concussions*. These include implementing laws and protocols for mandatory removal from play following actual or *Suspected Concussion*; requirements to receive clearance for return-to-play from a healthcare provider; and education of coaches, parents and *Athletes* regarding *Concussion* signs and symptoms. These actions are associated with a reduction in recurrent *Concussion* rates.
5. A *Concussion* is a clinical diagnosis that can only be made by a physician. The 2022 CISG defined *Sport-Related Concussion*, in part as:

...a traumatic brain injury caused by a direct blow to the head, neck or body resulting in an impulsive force being transmitted to the brain that occurs in sports and exercise-related activities... Symptoms and signs may present immediately, or evolve over minutes or hours, and commonly resolve within days, but may be prolonged [...] Sport-Related Concussion results in a range of clinical symptoms and signs that may or may not involve loss of consciousness.
6. Timely recognition and removal, proper assessment and appropriate management are linked to faster recovery and improved outcomes following *Concussions*.

¹⁰ [Rowan’s Law \(Concussion Safety\)](#), 2018, S.O. 2018, c. 1.

Purpose

7. DBC believes that increased awareness of *Concussions* and their long-term effects, as well as prevention of *Concussions* is paramount to protecting the health and safety of *Organizational Participants*.
8. This Policy applies to all activities and *Events* for which DBC is the governing or sanctioning body including, but not limited to, competitions, practices, and training sessions.

Definitions

9. This Policy defines the following terms:
 - a) ***Athlete***: An individual who is an *Athlete* Participant in DBC who is subject to the by-laws and policies of DBC.
 - b) ***Athlete Support Personnel***: Any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent, or any other person working with, treating or assisting an *Athlete* participating in or preparing for sports competition with DBC.
 - c) ***Designated Person***: Refers to a person/people designated by DBC removal-from-sport protocol and by its *Return-to-Sport* protocol for the purposes of fulfilling various duties indicated in this Policy. The *Designated Person(s)* is/are responsible for ensuring that:
 - i. an *Athlete* is immediately removed from further training, practice or competition if the *Athlete* is suspected of having sustained a *Concussion*,
 - ii. if the *Athlete* is under 18 years of age or such other age as may be prescribed, the parent or guardian is informed of the removal,
 - iii. such persons or entities as may be prescribed are informed of the removal, and
 - iv. once removed, the *Athlete* is not permitted to return to training, practice or competition, except in accordance with DBC's *Return-to-Sport* protocol.
 - d) ***Organizational Participant*** includes *Athletes*, *Athlete Support Personnel*, and other Individuals as defined in DBC's by-laws and policies.
 - e) ***Qualified Healthcare Professional***: Refers to a licensed health care professional who has been trained in *Concussion* assessment and treatment.
 - f) ***Return-to-Sport (RTS)***: completion of the RTS strategy with no symptoms and no clinical findings associated with the current *Concussion* at rest and with maximal physical exertion.

Registration

10. When an *Organizational Participant* under the age of 26 years old registers with DBC, the *Organizational Participant* **must** provide written or electronic confirmation that they have reviewed *Concussion* awareness resources within the past 12 months, pursuant to *Rowan's Law*. The Ontario Government has produced age-appropriate *Concussion* resources:
 - a) [Ages 10 and under](#)
 - b) [Ages 11-14](#)
 - c) [Ages 15+](#)
11. *Organizational Participants* under the age of 26 years old must also sign the *Concussion Code of Conduct (Appendix A, Part A)*.
12. For *Organizational Participants* younger than 18 years old, their parent or guardian **must** also provide confirmation that they have also reviewed the *Concussion* resources as well and signed the *Concussion Code of Conduct*.
13. *Athlete Support Personnel* must provide confirmation that they have also reviewed the *Concussion* resources and sign the *Concussion Code of Conduct (Appendix A, Part B)*; but not if they will be interacting exclusively with *Organizational Participants* who are 26 years old or older.
14. While *Rowan's Law* mandates *Organizational Participants* and *Athlete Support Personnel* **under** 26 years of age to sign the *Concussion Code of Conduct*, DBC also requires that those over the age of 26 familiarize themselves with relevant *Concussion* information and sign on the *Concussion Code of Conduct*.

Removal from Sport Protocol: Recognizing Concussions

15. Although the formal diagnosis of *Concussion* should be made following a medical assessment, the broader sport community including *Athletes*, parents, teachers, coaches, officials, and *Qualified Healthcare Professionals* are responsible for the recognition and reporting of *Athletes* who may demonstrate visual signs of a head injury or who report *Concussion*-related symptoms. Some sport and recreation venues will not have access to on-site *Qualified Healthcare Professionals*.
16. A *Concussion* should be suspected:
 - a) in any *Athlete* who sustains a significant impact to the head, face, neck, or body and demonstrates ANY of the visual signs of a *Suspected Concussion* or reports ANY symptoms of a *Suspected Concussion* as detailed in the *Concussion Recognition Tool* (see **Appendix B**); and/or

- b) if an *Athlete* reports ANY *Concussion* symptoms to one of their peers, parents, teachers, or coaches or if anyone witnesses an *Athlete* exhibiting any of the visual signs of *Concussion*.

17. *Concussions* can be identified with the help of the Concussion Recognition Tool, 6th Edition ("CRT6"), **Appendix B**.¹¹
18. If an ambulance is called involving a *Minor Organizational Participant*, the parent/guardian and/or emergency contact of the *Minor Organizational Participant* must be contacted immediately.

Removal from Sport Protocol: Steps and Process

19. Removal of an *Organizational Participant* from the field of play should be done by the *Designated Person(s)* if there is suspicion of a possible *Concussion*. This Person is either:
 - a) An on-site DBC staff member; and/or
 - b) The *Designated Person* for the *Event*.
20. DBC will identify the *Designated Person(s)*.
21. Recognition and removal from sport are actions that should be taken following reference to the CRT6 (**Appendix B**) The CRT6 is provided as a tool that non-medically trained personnel can use (i.e., the *Designated Person(s)*) for the identification and immediate management of a *Suspected Concussion*. It is not used to diagnose a *Concussion*.
22. Following the removal of any *Organizational Participant* on the basis of a *Suspected Concussion*:¹²
 - a) the *Designated Person(s)* who removed the *Organizational Participant* must call 9-1-1 if, in the *Designated Person*'s opinion, doing so is necessary;
 - b) DBC must create and keep a record of the removal;
 - c) The *Designated Person(s)* must inform the *Organizational Participant*'s parent or guardian of the removal if the *Organizational Participant* is younger than 18 years old, and inform the parent or guardian that the *Organizational Participant* is required to undergo a medical assessment by a *Qualified Healthcare Professional* before the *Organizational Participant* will be permitted to return to participation; and

¹¹ As the CRT6 is updated and new versions are implemented, DBC will update this Policy.

¹² An Athlete must be removed by the *Designated Person* on the basis of a *Suspected Concussion* regardless of whether the *Concussion* was sustained or is suspected to having been sustained during a sport activity associated with DBC.

- d) The *Designated Person(s)* will remind the *Organizational Participant*, and the *Organizational Participant's* parent or guardian as applicable, of DBC's Removal from Sport and *Return-to-Sport* protocol as described in this Policy.

23. If an *Organizational Participant* is suspected of sustaining a *Concussion* but there is no concern for a more serious head or spine injury (i.e., no red flags as indicated in the CRT6), they should be immediately removed from the field of play, and proceed as follows:

- a) If a *Qualified Healthcare Professional* is present, the *Organizational Participant* should be taken to a quiet area and undergo sideline medical assessment.
- b) If a *Qualified Healthcare Professional* is not present, the *Organizational Participant* should be referred for medical assessment by a *Qualified Healthcare Professional* as soon as possible. They must not return to play until medical clearance is received.

24. Once an *Organizational Participant* is assessed medically, and:

- a) is determined to **not** have not sustained a *Concussion*, they must provide a [Medical Assessment Letter](#) indicating this. The *Organizational Participant* can return to sport activities without restriction.
- b) *is* diagnosed with a *Concussion*, they should be provided with a [Medical Assessment Letter](#) indicating this. The *Organizational Participant* may return in accordance with the *Return-to-Sport* Protocol in this Policy.

Return-to-Sport (RTS) Protocol

25. The table below contains the RTS Protocol, which is a requirement of *Rowan's Law*, once medical clearance has been received.

Stage	Aim	Activity	Stage Goal
1	Activities of daily living and relative rest (first 24 to 48 hours)	Daily activities that do not exacerbate symptoms	Gradual reintroduction of work/school activities
After a maximum of twenty-four (24) to forty-eight (48) hours after injury, progress to Step 2			
2A	Light effort and aerobic exercise	Light aerobic exercise, such as stationary cycling or walking at slow to medium pace. Light resistance training that does not result in more than mild and brief exacerbation ¹³ of <i>Concussion</i> symptoms. (see Appendix B) Exercise up to approximately 55% of maximum heart rate Take breaks and modify activities as needed	Increase heart rate
2B	Moderate effort aerobic exercise	Gradually increase tolerance and intensity of aerobic activities, such as stationary cycling and walking at a brisk pace Exercise up to approximately 70% of maximum heart rate Take breaks	Increase heart rate

¹³ Mild and brief exacerbation of symptoms (i.e., an increase of no more than 2 points on a 0–10 point scale for less than an hour when compared with the baseline value reported prior to physical activity).

Athletes may begin Step 1 (i.e., symptom-limited activity) within twenty-four (24) hours of injury, with progression through each subsequent step typically taking a minimum of twenty-four (24) hours. If more than mild exacerbation of symptoms (i.e., more than 2 points on a 0–10 scale) occurs during Steps 1–3, the athlete should stop and attempt to exercise the next day. Athletes experiencing *Concussion*-related symptoms during Steps 4–6 should return to Step 3 to establish full resolution of symptoms with exertion before engaging in at-risk activities. Written determination of readiness to RTS should be provided by a healthcare provider before unrestricted RTS as directed by local laws and/or sporting regulations.

3	Individual sport-specific activities, without risk of inadvertent head impact with school accommodations (as needed)	Add sport-specific activities Perform activities individually and under supervision from a teacher, parent/caregiver, or coach Progress to where <i>Athlete</i> is free of <i>Concussion</i> -related symptoms, even when exercising	Increase the intensity of aerobic activities and introduce low-risk sport-specific movements
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Medical clearance

If the *Organizational Participant* has been medically cleared, progress to Step 4¹⁴.

4	Non-contact training drills and activities	Progress to exercises with no body contact at high intensity, including more challenging drills and activities	Resume usual intensity of exercise, coordination, and activity-related cognitive skills.
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If the *Organizational Participant* can tolerate usual intensity of activities with no return of symptoms, progress to step 5.

5	Return to all non-competitive activities, full contact practice and physical education activities	Progress to higher-risk activities including typical training activities Do not participate in competitive gameplay	Return to activities that have a risk of falling or body contact, restore confidence and assess functional skills by coaching staff
6	Return to sport	Normal participation; unrestricted sport and physical activity	

26. The *Organizational Participant's Return-to-Sport* strategy should be guided and approved by a physician with regular consultations throughout the process. Specifically, progression

¹⁴ Athletes who have been diagnosed with a *Concussion* can be considered for medical clearance to return to sport activities with risk of contact or fall once they have successfully completed: Steps 1 to 3 of the sport-specific RTS strategy. To progress to Step 4 of RTS, the athlete must provide their coach with a Medical Clearance Letter that specifies that a medical doctor or nurse practitioner has personally evaluated the patient and has cleared the athlete to return to sport. In geographic regions of Canada with limited access to medical doctors (i.e., rural, remote, or northern communities), a *Qualified Healthcare Professional* (i.e. a nurse) with pre-arranged access to a medical doctor or nurse practitioner can provide this documentation.

through the later RTS strategy (Steps 4–6) should be monitored by a health care professional.

27. To fully return to sport, the affected *Organizational Participant* must provide DBC with a medical clearance form, signed by a physician, following Stage 5 and before proceeding to Stage 6.
28. Additional consultation with a *Qualified Healthcare Professional* is recommended if there is recurrence of symptoms when progressing through RTS strategies.¹⁵

Administrative Responsibilities

29. *Members* must maintain records of reported and *Suspected Concussions* and documentation of Participant diagnosis and clearance to return to play.
30. DBC will conduct a review of this policy at regular intervals.

Non-Compliance

31. Failure to abide by any of the guidelines and/or protocols contained within this policy may result in disciplinary action in accordance with DBC's policies for Discipline and Complaints.

Not Advice

32. Nothing in this Policy is to be interpreted as medical or legal advice.

¹⁵ In some cases, it may be in the best interest of the *Athlete* to discontinue their participation in DBC activities as a result of potential head injuries and *Concussions*.

Appendix A – Concussion Code of Conduct

PART A

The following section of the Concussion Code of Conduct must be signed by all Organizational Participants under the age of 26 years old. For Organizational Participants who are younger than the age of majority in the applicable province or territory, a parent/guardian must also sign this section.

I will help prevent Concussions by:

- wearing the proper equipment for my sport and wearing it correctly;
- developing my skills and strength so that I can participate to the best of my ability;
- respecting the rules of my sport or activity;
- demonstrating my commitment to fair play and respect for all (respecting other Athletes, coaches, team trainers and officials).

I will care for my health and safety by taking Concussions seriously, and I understand that:

- a *Concussion* is a brain injury that can have both short-term and long-term effects;
- a blow to my head, face or neck, or a blow to the body that causes the brain to move around inside the skull may cause a *Concussion*;
- I don't need to lose consciousness to have had a *Concussion*;
- I have a commitment to *Concussion* recognition and reporting, including self-reporting of possible *Concussion* and reporting to a *Designated Person* when and an *Organizational Participant* suspects that another *Organizational Participant* may have sustained a *Concussion*. (Meaning: If I think I might have a *Concussion* I should stop participating in further training, practice, or competition **immediately**, and I will tell an adult if I think another *Athlete* has a *Concussion*);
- continuing to participate in further training, practice or competition with a possible *Concussion* increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries;
- I have a commitment to zero-tolerance for prohibited play that is considered high-risk for causing *Concussions*;
- I acknowledge that mandatory expulsion from competition may occur for violating zero-tolerance for prohibited play that is considered high-risk for causing consequences; and
- I acknowledge that there are escalating consequences for those who repeatedly violate this *Concussion Code of Conduct*.

I will not hide Concussion symptoms. I will speak up for myself and others.

- I will not hide my symptoms. I will tell a coach, official, team trainer, parent or another adult I trust if I experience **any** symptoms of *Concussion*.

- If someone else tells me about *Concussion* symptoms, or I see signs they might have a *Concussion*, I will tell a coach, official, team trainer, parent or another adult I trust so they can help.
- I understand that, if I have a *Suspected Concussion*, I will be removed from sport and that I will not be able to return to training, practice or competition until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice or competition.
- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with my school and any other sport organization with which I have registered. (Meaning: If I am diagnosed with a *Concussion*, I understand that letting all of my other coaches and teachers know about my injury will help them support me while I recover.)

I will take the time I need to recover because it is important for my health.

- I understand my commitment to supporting the *Return-to-Sport* process and I will follow my sport's *Return-to-Sport* Protocol.
- I understand I will have to be medically cleared by a medical doctor or nurse practitioner before returning to training, practice or competition.
- I will respect my coaches, team trainers, parents, health-care professionals, and medical doctors and nurse practitioners, regarding my health and safety.

By signing here, I acknowledge that I have fully reviewed and commit to this *Concussion Code of Conduct*.

Name of Organizational
Participant (Print)

Signature of Organizational
Participant

Date

Name of Parent or
Guardian (print)

Signature of Parent or
Guardian

Date

PART B

The following section of the Concussion Code of Conduct must be signed by all coaches and team trainers who interact with Organizational Participants under the age of 26 years old.

I can help prevent Concussions through my:

- efforts to ensure that my *Athletes* wear the proper equipment and wear it correctly;
- efforts to help my *Athletes* develop their skills and strength so they can participate to the best of their abilities;
- respect for the rules of my sport or activity and my efforts to ensure that my *Athletes* do too; and
- commitment to fair play and respect for all (respecting other coaches, team trainers, officials and all *Organizational Participants* and ensuring my *Athletes* respect others and play fair).

I will care for the health and safety of all Organizational Participants by taking Concussions seriously. I understand that:

- a *Concussion* is a brain injury that can have both short-term and long-term effects;
- a blow to the head, face, or neck, or a blow to the body may cause the brain to move around inside the skull and result in a *Concussion*;
- a person doesn't need to lose consciousness to have had a *Concussion*;
- an *Organizational Participant* with a *Suspected Concussion* should stop participating in training, practice or competition **immediately**;
- I have a commitment to *Concussion* recognition and reporting, including self-reporting of possible *Concussion* and reporting to a *Designated Person* when an *Organizational Participant* suspects that another *Organizational Participant* may have sustained a *Concussion*;
- continuing to participate in further training, practice or competition with a *Suspected Concussion* increases a person's risk of more severe, longer lasting symptoms, and increases their risk of other injuries or even death;
- I have a commitment to zero-tolerance for prohibited play that is considered high-risk for causing *Concussions*;
- I acknowledge that mandatory expulsion from competition may occur for violating zero-tolerance for prohibited play that is considered high-risk for causing consequences; and
- I acknowledge that there are escalating consequences for those who repeatedly violate this *Concussion Code of Conduct*.

I will create an environment where Organizational Participants feel safe and comfortable speaking up. I will:

- encourage *Athletes* not to hide their symptoms, but to tell me, an official, parent or another adult they trust if they experience **any** symptoms of *Concussion* after an impact;
- lead by example. I will tell a fellow coach, official, team trainer and seek medical attention by a physician or nurse practitioner if I am experiencing any *Concussion* symptoms;
- understand and respect that any *Athlete* with a *Suspected Concussion* must be removed from sport and not permitted to return until they undergo a medical assessment by a physician or nurse practitioner and have been medically cleared to return to training, practice or competition.
- *For coaches only:* commit to providing opportunities before and after each training, practice and competition to enable *Athletes* to discuss potential issues related to *Concussions*.

I will support all Organizational Participants to take the time they need to recover.

- I understand my commitment to supporting the *Return-to-Sport* process.
- I understand the *Athletes* will have to be cleared by a physician or nurse practitioner before returning to sport.
- I will respect my fellow coaches, team trainers, parents, physicians and nurse practitioners and any decisions made with regards to the health and safety of my *Athletes*.

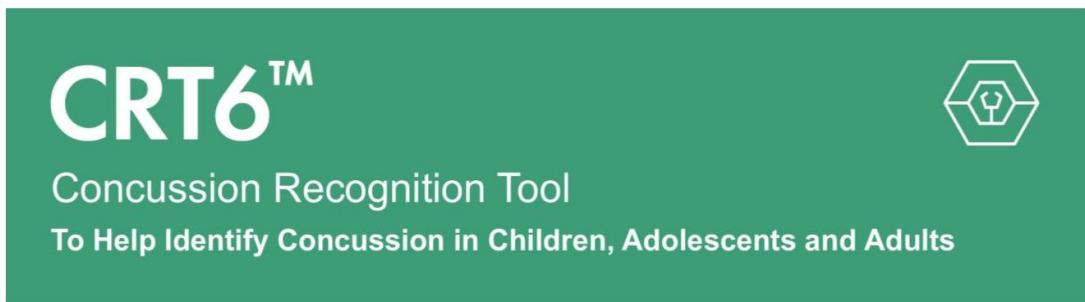
By signing here, I acknowledge that I have fully reviewed and commit to this *Concussion Code of Conduct*.

Name and role (print)

Signature

Date

Appendix B – Concussion Recognition Tool 6 (CRT6)



CRT6™
Concussion Recognition Tool
To Help Identify Concussion in Children, Adolescents and Adults

What is the Concussion Recognition Tool?

A concussion is a brain injury. The Concussion Recognition Tool 6 (CRT6) is to be used by non-medically trained individuals for the identification and immediate management of suspected concussion. It is not designed to diagnose concussion.

Recognise and Remove

Red Flags: CALL AN AMBULANCE

If **ANY** of the following signs are observed or complaints are reported after an impact to the head or body the athlete should be immediately removed from play/game/activity and transported for urgent medical care by a healthcare professional (HCP):

- Neck pain or tenderness
- Seizure, 'fits', or convulsion
- Loss of vision or double vision
- Loss of consciousness
- Increased confusion or deteriorating conscious state (becoming less responsive, drowsy)
- Weakness or numbness/tingling in more than one arm or leg
- Repeated Vomiting
- Severe or increasing headache
- Increasingly restless, agitated or combative
- Visible deformity of the skull

Remember

- In all cases, the basic principles of first aid should be followed: assess danger at the scene, check airway, breathing, circulation; look for reduced awareness of surroundings or slowness or difficulty answering questions.
- Do not attempt to move the athlete (other than required for airway support) unless trained to do so.
- Do not remove helmet (if present) or other equipment.
- Assume a possible spinal cord injury in all cases of head injury.
- Athletes with known physical or developmental disabilities should have a lower threshold for removal from play.

If there are no Red Flags, identification of possible concussion should proceed as follows:

Concussion should be suspected after an impact to the head or body when the athlete seems different than usual. Such changes include the presence of **any one or more** of the following: visible clues of concussion, signs and symptoms (such as headache or unsteadiness), impaired brain function (e.g. confusion), or unusual behaviour.

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CRT6™

Developed by: The Concussion in Sport Group (CISG)

Supported by:





CRT6

Concussion Recognition Tool
To Help Identify Concussion in Children, Adolescents and Adults



1: Visible Clues of Suspected Concussion

Visible clues that suggest concussion include:

- Loss of consciousness or responsiveness
- Lying motionless on the playing surface
- Falling unprotected to the playing surface
- Disorientation or confusion, staring or limited responsiveness, or an inability to respond appropriately to questions
- Dazed, blank, or vacant look
- Seizure, fits, or convulsions
- Slow to get up after a direct or indirect hit to the head
- Unsteady on feet / balance problems or falling over / poor coordination / wobbly
- Facial injury

2: Symptoms of Suspected Concussion

Physical Symptoms	Changes in Emotions	Changes in Thinking
Headache	More emotional	
"Pressure in head"	More irritable	
Balance problems	Sadness	
Nausea or vomiting	Nervous or anxious	
Drowsiness		
Dizziness		
Blurred vision		
More sensitive to light		
More sensitive to noise		
Fatigue or low energy		
"Don't feel right"		
Neck Pain		

Remember, symptoms may develop over minutes or hours following a head injury.

3: Awareness

(Modify each question appropriately for each sport and age of athlete)

Failure to answer any of these questions correctly may suggest a concussion:

- "Where are we today?"
- "What event were you doing?"
- "Who scored last in this game?"
- "What team did you play last week/game?"
- "Did your team win the last game?"

Any athlete with a suspected concussion should be - IMMEDIATELY REMOVED FROM PRACTICE OR PLAY and should NOT RETURN TO ANY ACTIVITY WITH RISK OF HEAD CONTACT, FALL OR COLLISION, including SPORT ACTIVITY until ASSESSED MEDICALLY, even if the symptoms resolve.

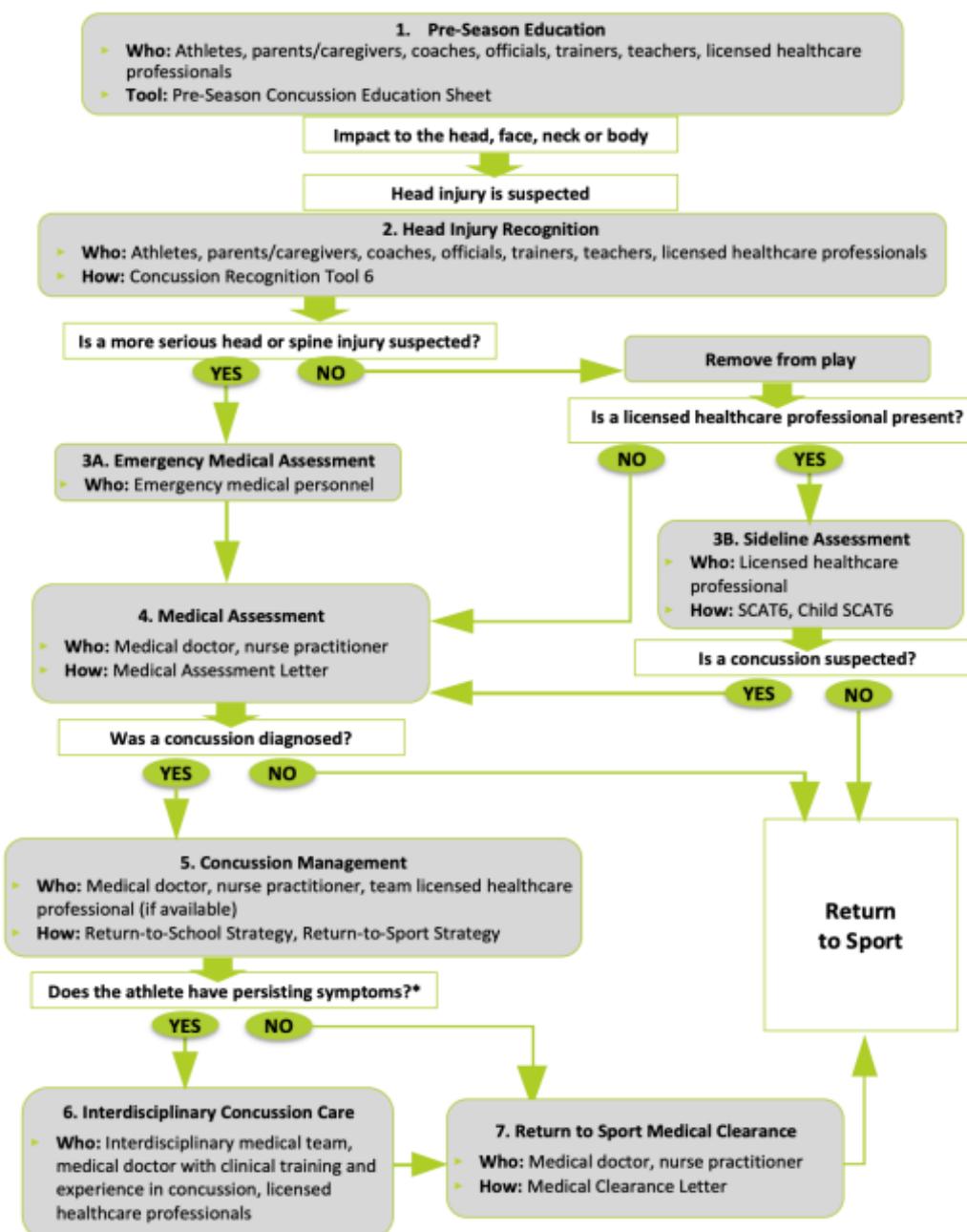
Athletes with suspected concussion should **NOT**:

- Be left alone initially (at least for the first 3 hours). Worsening of symptoms should lead to immediate medical attention.
- Be sent home by themselves. They need to be with a responsible adult.
- Drink alcohol, use recreational drugs or drugs not prescribed by their HCP
- Drive a motor vehicle until cleared to do so by a healthcare professional

Appendix C – Sport Concussion Pathway

Canadian Sport Concussion Pathway

The flowchart that follows is a visual representation of the decision-making pathway that reflects the recommendations in this guideline.



*Persisting symptoms: lasting longer than 4 weeks

Appendix D – Key Points from CISG Recommendations

Refine

- The 2022 CISG identified several areas of refinement to strengthen future consensus statements: *Para Sport, Paediatrics, the Athlete's Voice and Ethical Considerations, limitations, and improvements*. The following are relevant for DBC's application of this policy.

Para Sport

- The *Concussion* experience of the para-*Athlete* is unique, due to the interaction of the *Organizational Participant's* primary impairment and the pathophysiology of *Concussion*. Para *Athletes* require a more individualised approach when it comes to evaluating *Concussions*.
- DBC should be aware that prevention approaches, detection of initial symptoms, diagnosis, recovery (i.e., potential for persisting symptoms of *Concussion*) and treatment strategies may be impacted by the characteristics of the *Organizational Participant's* underlying impairment.
- *Organizational Participants* with visual impairment may be at even greater risk of *Concussion*, as the mechanisms of injury in this population are primarily through collisions or direct head contact.
- The following considerations by the *Concussion* in Para Sport Group are important for DBC to keep in mind when dealing with para-sport *Organizational Participants*:
 - a) Para-sport *Organizational Participants* may benefit from baseline testing given the variable nature of their disability and the potential for atypical presenting signs/symptoms of *Concussion*;
 - b) Para-sport *Organizational Participants* with a history of central nervous system injuries (i.e., cerebral palsy, stroke) may require an extended period of initial rest;
 - c) testing for symptoms of *Concussion* through recovery may require modification such as the use of arm ergometry as opposed to a treadmill/stationary bike; and
 - d) RTS protocols must be tailored and include the use of the individual's personal adaptive equipment and, for applicable participants with visual impairment, partnership with their guide.

Paediatrics

- Child and adolescent *Athletes* are less likely to have trained medical personnel available on the sidelines, and it is strongly recommended that the CRT6 be used by all adults supervising child and adolescent sport.
- Children and adolescents with repeat *Concussions* wishing to continue to play or to progress to the next age-level group or national level programmes require individualized assessment.