

## **Lima 2019 Pan American Games – Sailing Internal Nomination Procedures**

### **Objective/Preamble:**

The 2019 Pan American Games will be held in Lima, Peru from July 26 to August 11, 2019. The sailing events will run from August 3-10 across 10 classes:

- Laser (Single-handed Dinghy, Men)
- Laser Radial (Single-handed Dinghy, Women)
- 49er FX (Double-handed skiff, Women)
- Nacra 17 (Double-handed multihull, Mixed)
- RS:X (Windsurfer, Men)
- RS:X (Windsurfer, Women)
- Sunfish (Single-handed Dinghy, Open)
- Snipe (Double-handed Dinghy, Mixed)
- Lightning (Multi-crewed Dinghy, Mixed)
- Kites (Single-handed kiteboard, Open)

Contact: For clarifications or questions on the contents of the INP, please contact Mike Milner, Sail Canada High Performance Director, [mike@sailing.ca](mailto:mike@sailing.ca).

### **2019 Pan American Games Qualification System**

The Lima 2019 Qualification System can be found here:

<http://panamsailing.org/wp-content/uploads/2017/11/PASAF-2019-QUALIFYING-SYSTEM-AND-REGATTA-SCHEDULE-REVISED-15-NOVEMBER-2017.pdf>, and in the event of a discrepancy with the INP, the Qualification System will prevail. In the event of changes to the Qualification System, Sail Canada is bound by these changes and will inform the membership as soon as possible.

The **country** must qualify for a berth in the Pan American Games via the qualification system as outlined in above document, to be considered for nomination to the 2019 Pan American Games Team. Simply meeting the country qualification requirements does not qualify an individual athlete or team for nomination to the 2019 Pan American Games Team. Individual athlete or team selection is outlined in the process below – “Internal Nomination Process”.

### **Internal Nomination Process:**

#### **1. Selection System**

##### **1.1 Minimum eligibility requirements for an athlete to be considered for nomination to the 2019 Pan American Games Team.**

###### **1.1.1 Nationality/Passport requirements:**

Athlete must be a national of Canada as per the Regulations of the Pan American Games at the time of selection.

Athlete must hold a valid Canadian passport that will not expire for six months after the conclusion of the Games.

### **1.1.2 Minimum International Olympic Committee (IOC) standards for participation**

All athletes must comply with the provisions of the Olympic charter currently in force, including but not limited to, Rule 41 (Nationality of Competitors). Only those athletes who have complied with the Olympic Charter may participate in the Pan American Games.

### **1.1.3 Minimum Pan American Sailing Federation (PASAF) standards for participation (if any):**

PASAF requires that all Member National Authorities (MNA) qualify for quota berths in each of the ten events chosen for the 2019 Pan American Games.

Additional PASAF Requirements:

- A competitor may qualify an NOC for the 2019 Pan American Games only when eligible to represent that NOC under IOC rules. Nationality rules apply to all members of the crew.
- Once a competitor has qualified an NOC in any event he or she may not thereafter qualify the NOC in another event.
- Competitors intending to qualify an NOC in an event designated as **Mixed**, will be required to compete as Mixed in the Qualifying Regatta.
- All competitors must be at least 15 years old in the year of the 2019 Pan American Games.

### **1.1.4 Other requirements (if any):**

- Athlete must be a member in good standing of Sail Canada at the time of selection.
- Competitors in "Mixed" event shall compete as Mixed in the internal selection event.
- All athletes shall sign an "**Intention to Compete Agreement**" with Sail Canada. (Attachment A)
- Sign, submit and comply with the COC Athlete Agreement and Lima 2019 Conditions of Participation Form.

### **1.1.5 COC Lima 2019 Team Selection and Quota Allocation Process:**

- The budget for COC-funded team size is reverted back to 2003-2011 levels. The commitment to fund all qualified athletes was a home-Games strategy only.
- For the purpose of funding allocations, Non-Olympic events in Sailing will be treated as Pan Am only sports (Tier III priority for funding).
- Total maximum team size for these Games will be up to 600 COC funded team members, including approximately 420 athletes.
- Support team to athlete ratio should not exceed 35%.
- Both the COC and the NSF's have endorsed the commitment to high performance excellence as espoused by the COC Board of Directors.
- In allocating scarce resources, the COC must target its resources towards the achievement of high performance excellence.
- The COC Team Selection Committee has the responsibility for presenting a policy with respect to Team Selection criteria for 2019 Pan American Games that is not inconsistent with the established Mission and values of the COC.
- The COC recognizes that NSF's have the right to establish selection criteria for their respective sports that are more restrictive than COC qualification standards.
- The importance of the 2019 Pan American Games, in preparation for the 2020 Olympic Games, varies across sports.
- The Board of Directors of COC has established the priority focus for the COC's sport programming to be the Olympic Games and the preparatory programs that best assist

athletes/teams to be successful at the Olympic Games, and directed that COC resources be targeted accordingly.

- Fully funded sport-by-sport quotas, totaling up to 420 athletes, be allocated on a priority basis according to the following tiers:
  - *Tier I* Direct Olympic Qualifier
  - *Tier II* Significant Indirect Olympic Qualifier
  - *Tier III* Pan Am only Sports
  - *Tier IV* Demonstrated Importance to Olympic Preparation Plan
- NSF's will have the ability to nominate additional athletes/support team members to participate in the 2019 Pan Am Games while only assuming the incremental costs of participation for these additional team members.
- As a pre-requisite to earning quotas, the NSF must demonstrate that it operates an active and competitive program both domestically and internationally. A competitive program may be defined as participation in or qualification in the pursuit of World Championship participation.

## 1.2 Trial Events

### 1.2.1 Canadian Selection Events

**Note:** Selection events must be completed prior to June 9<sup>th</sup>, 2019 to facilitate entry to the Pan Am Games.

*Laser Standard, men:* 2019 Lauderdale Olympic Classes Regatta, Jan 2019 (TBC), Awarded to the top placing eligible Canadian athlete, if for some reason the top placing athlete declines or is deemed ineligible by the Selection Committee, the position will be offered to the next closest placing eligible Canadian until the berth is filled.

*Laser Radial, women:* 2019 Lauderdale Olympic Classes Regatta, Jan 2019 (TBC), Awarded to the top placing eligible Canadian athlete, if for some reason the top placing athlete declines or is deemed ineligible by the Selection Committee, the position will be offered to the next closest placing eligible Canadian until the berth is filled.

*RSX, men:* 2019 MLK weekend Regatta - Miami, Jan 2019 (TBC), Awarded to the top placing eligible Canadian athlete, if for some reason the top placing athlete declines or is deemed ineligible by the Selection Committee, the position will be offered to the next closest placing eligible Canadian until the berth is filled.

*RSX, women:* 2019 MLK weekend Regatta - Miami, Jan 2019 (TBC), Awarded to the top placing eligible Canadian athlete, if for some reason the top placing athlete declines or is deemed ineligible by the Selection Committee, the position will be offered to the next closest placing eligible Canadian until the berth is filled.

*49er FX, women:* 2019 North American Championships, Date (TBC), Awarded to the top placing eligible Canadian athlete, if for some reason the top placing athlete declines or is deemed ineligible by the Selection Committee, the position will be offered to the next closest placing eligible Canadian until the berth is filled.

*Nacra 17, mixed:* 2019 North American Championships, Date 2019 (TBC), Awarded to the top placing eligible Canadian athlete, if for some reason the top placing athlete declines or is deemed ineligible by the Selection Committee, the position will be offered to the next closest placing eligible Canadian until the berth is filled.

Sunfish, open: 2018 North American Championships, Aug 1-4, 2018, Waukegan, IL, Awarded to the top placing eligible Canadian athlete, if for some reason the top placing athlete declines or is deemed ineligible by the Selection Committee, the position will be offered to the next closest placing eligible Canadian until the berth is filled.

Snipe, mixed: 2018 North American Championships, Oct. 6-8, 2018, San Diego, CA, Awarded to the top placing eligible Canadian athlete, if for some reason the top placing athlete declines or is deemed ineligible by the Selection Committee, the position will be offered to the next closest placing eligible Canadian until the berth is filled.

Lightning, mixed: 2019 Canadian Selection Event, Kingston/Toronto, Date May/June 2019 (TBC), Awarded to the top placing eligible Canadian athlete, if for some reason the top placing athlete declines or is deemed ineligible by the Selection Committee, the position will be offered to the next closest placing eligible Canadian until the berth is filled.

Kites, open: 2018 North American Championships, Date (TBC), Awarded to the top placing eligible Canadian athlete, if for some reason the top placing athlete declines or is deemed ineligible by the Selection Committee, the position will be offered to the next closest placing eligible Canadian until the berth is filled.

## 2. Discretionary Selection (if applicable)

2.1 Sail Canada will use discretion to select replacement athletes as described in various scenarios throughout Section 4.1.1 and Section 4.1.2.

2.2 The following criteria will be used by the committee to select the athlete(s) under the provision of discretionary selection, in no order of importance.

- Performance as assessed by past regatta results
- Experience in the affected position in the boat
- Team compatibility as determined by selection committee
- Highest probability for performance as determined by selection committee

### 2.3 Pan American Games Selection Committee (PAGSC)

High Performance Director – Mike Milner

National High Performance Coach – Ken Dool

High Performance Advisory Committee Member (HPAC) - TBC

## 3. Removal of Athletes

3.1 An athlete/team who is to be nominated to the Team by Sail Canada may be removed as a nominee for any of the following reasons:

3.1.1 Voluntary withdrawal. Athlete must submit a letter to Sail Canada's High Performance Director.

3.1.2. Injury or illness as certified by a physician (or medical staff) approved by Sail Canada. If an athlete refuses verification of his/her illness or injury by a physician (or medical staff) approved by Sail Canada, his/her injury will be assumed to be disabling and he/she may be removed.

3.1.3. Violation of Sail Canada's Code of Conduct (Attachment C)

An athlete who is removed from the Team pursuant to this provision has the right to appeal as per Sail Canada Appeal Policy (Attachment D)

3.2 Once an athlete nomination is accepted by the COC, the COC has jurisdiction over the Team, at which time, in addition to any applicable Sail Canada Code of Conduct, the COC Code of Conduct and Grievance procedures apply.

#### **4. Replacement of Athletes**

4.1 Description of selection and approval process for determining replacement athlete(s) should a vacancy occur:

4.1.1. Prior to the submission of Entries by Name:

After the selection event and up to the submission of entries to COC (no later than June 21, 2019):

In the event of the need to replace an athlete in a single-handed boat or the entire team in a double-handed boat or three person boat, they will be replaced with the next highest overall finishing boat from the Trial Events.

In the event of the need to replace one athlete in a double-handed boat or three-person boat, the PAGSC will use the discretionary criteria to select a replacement athlete or may select the next highest overall finishing boat from the Trial Events in the relevant class.

4.1.2 After the submission of Entries by name:

From June 26, 2019 and through the start of the Pan American Games, the PAGSC will use the discretionary criteria to select all replacement athletes and may select a replacement team in the event of the need to replace one athlete in a double-handed, or three-person boat.

Any such replacements will be subject to the Lima 2019 Late Athlete Replacement Policy.

#### **5. Required Documents**

In addition to the "Intention to Compete" Document (Attachment A), the following documents are required to be signed by an athlete as a condition of nomination to the Canadian Olympic Committee:

- Sail Canada Athlete Agreement (Attachment B)
- Sail Canada Code of Conduct (Attachment C)

#### **6. Unforeseen Circumstances**

In the event of unforeseen or unusual circumstances, as determined by the Pan American Games Selection Committee, the PAGSC shall have the full discretion to resolve the matter as it sees fit, taking into account factors and circumstances that it deems relevant. Any such exercise shall be subject to the Canadian legal principles of procedural fairness and natural justice.

#### **7. Changes to this Document**

The PAGSC reserves the right to make changes to this document, which in its discretion are necessary to ensure selection of the best teams possible for the 2019 Pan American Games or to improve the clarity of a selection criteria or selection process. This is to allow for changes to this document that may become necessary due to a typographical error or a lack of clarity in a definition or wording before it has an impact on athletes. Any changes to this document shall be communicated to all Canadian Sailing Team Members and published to the Sail Canada website forthwith.

## **8. Date of Nominations**

The PAGSC, will select and nominate team(s) to the 2019 Pan American Sailing Team based on the application of these criteria. Such nomination will be made directly to the Canadian Olympic Committee, respecting the deadline of 21 June 2019 for final nominations of Pan American Games Team Members.

## **9. Appeals**

Appeals of selection/nomination decisions made by the Pan American Games Selection Committee must be brought forward according to the Sail Canada appeals policy in place at the time of the appeal.

If both parties are in agreement, the Sail Canada Appeals Policy can be bypassed and the matter brought immediately before the Sport Dispute Resolution Centre of Canada (SDRCC), who will then manage the process.

## **10. Interpretation**

The PAGSC will determine requests for interpretation of any conditions or provisions of these criteria. All athletes have an obligation to bring concerns regarding the clarity or interpretation of these criteria to the attention of the HPD at the earliest opportunity.

*A finding of invalidity of any section of this Nomination Criteria shall not affect the validity of the remaining sections.*

**ATTACHMENT "A"**

**Sail Canada  
2019 Pan American Games  
Intention to Compete Form**

*This form must be completed by each sailor and returned to the High Performance Director of Sail Canada by no later than 5 days prior to the first race of the Canadian Selection Event for the class(es) one wishes to compete in.*

SURNAME: FIRST NAME:  
ADDRESS: POSTAL CODE:

DATE OF BIRTH: EMAIL:

PHONE: (mobile): Home:

MEMBER CLUB:

I wish to apply for nomination for selection to the 2019 Canadian Pan American Games Team in the \_\_\_\_\_ class.

**OR**

I wish to apply for nomination as part of a team of sailors for selection to the 2019 Canadian Pan American Games Team in the \_\_\_\_\_ class, along with the following other sailors \_\_\_\_\_.

At the time of signing this form:

- a) I acknowledge having read a copy of the Sail Canada – “Lima 2019 Pan American Games – Sailing Internal Nomination Procedures” (Procedures), which I agree to be bound by;
- b) I acknowledge that I will sign, submit and comply with the COC Athlete Agreement and Lima 2019 Conditions of Participation Form.
- c) I acknowledge that I will sign, submit and comply with the Sail Canada Athlete Agreement.

Signed: Date:

If the athlete is under the age of 18 years as at the date of signing this form, it must be signed by parent(s)/guardian(s) of the athlete as set out below.

I/We are the parents/guardians of the above named athlete, and I/we acknowledge and agree to the acknowledgements and conditions specified in this form.

Signed: Signed  
(Parent/Guardian) (Parent/Guardian)

Date: Date:

Name: Name:  
(Print Name) (Print Name)

**Acknowledgement by Sail Canada:**

Signed: Date:

**ATTACHMENT "B"**

**Sail Canada  
2019 Pan American Games  
Athlete Agreement**

**ATHLETE AGREEMENT** made this \_\_\_\_ day of \_\_\_\_, 20\_\_

BETWEEN

**SAIL CANADA**

Portsmouth Olympic Harbour  
53 Yonge Street  
Kingston, Ontario  
K7M 6G4  
613 545 3044  
("Sail Canada")

AND

\_\_\_\_\_  
Name (the "Athlete").

\_\_\_\_\_  
Address

**WHEREAS** Sail Canada is recognized by World Sailing, Sport Canada and the Athlete as the sole National Sport Organisation governing the sport of Sailing in Canada;

**AND WHEREAS** Sail Canada recognizes the need to clarify the relationship between Sail Canada and the Athlete by establishing each party's respective rights and obligations;

**ND WHEREAS** World Sailing requires that Sail Canada certify the eligibility of the Athlete to compete as a member in good standing;

**AND WHEREAS** Sail Canada requires the Athlete abide by certain standards of conduct and co-operate with Sail Canada as sponsors are acquired.

**NOW THEREFORE** the parties agree to the following:

**SAIL CANADA OBLIGATIONS**

1. Sail Canada shall:

- a) Organize, select and operate teams of Athletes, coaches and other necessary support staff (a "national team") to represent Canada in the sport of Sailing throughout the world;



- b) Publish selection criteria for all Teams at least 3 months prior to selection for any particular team, and at least 6 months in advance, in the case of major games teams (i.e., Olympics, Commonwealth, Pan American, FISU and World Championship Teams); The High Performance Director in consultation with the High Performance Advisory Committee reserves the right to select team members based on guidelines outlined within these selection criteria;
- c) Organize programs and provide funding for the development and provision of coaching expertise, officials development and event training centres in Canada in the sport of sailing (with consideration to budget constraints);
- d) Act in conjunction with organisations designated by Sail Canada to assist the Athlete in obtaining quality medical care and advice;
- e) Provide the Athlete, if selected to be a member of the Team, with the Team uniform, as reasonably required and as permitted by budgetary limits of Sail Canada;
- f) Protect the eligibility of the Athlete by ensuring that a mechanism for the establishment of a Financial Assistance Plan for the Athlete exists and is in accordance with the Racing Rules of Sailing and Canadian Revenue Agency regulations;
- g) Provide a review of the Athlete's games preparation program;
- h) Provide an appeal procedure that is in conformity with the principles of natural justice and due process which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with the Sail Canada, other than those related to the Athlete Assistance Program, and publish the details of this procedure in a prominent manner and provide details to any person requesting this information by or on behalf of the Athlete;
- i) Communicate with Athletes both orally and in writing in the language of their choice (English or French);

## **ATHLETE OBLIGATIONS**

### 2. The Athlete shall:

- a) Acknowledge having received and read a current copy of the High Performance Athlete guidelines, a copy of which is set out in Appendix A, and agree to comply with and be bound by those rules, procedures and policies;
- b) Provide the High Performance Director and Team Coaching staff or his/her designate, via electronic system, with an games preparation plan, along with electronic daily & monthly activity logging, and provide any changes and/or updates to the training program to his/her designate in a timely manner;
- c) Follow the training and competitive program mutually agreed upon by the High Performance Director and Team Coaching staff, the Athlete's personal coach and the Athlete, recognizing the responsibilities of the coaches in coaching-related decisions. The Athlete shall avoid living in an environment that is not conducive to high performance achievements or taking any deliberate action that involves significant risks for the Athlete's ability to perform or limits the Athlete's performance;
- d) Subject to paragraph 2(e), participate in all mandatory training camps and competitions. All Team Qualification Regattas are mandatory, unless specific permission for exemption is sought & granted in writing from the High Performance Director;
- e) Where possible, notify Sail Canada, in writing, of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming event referred to in the games preparation plan and ensure in the case of an injury that a certificate from a medical doctor setting out the specific nature of the injury is forwarded to Sail Canada within three weeks of the event;

- f) Promptly notify Sail Canada in writing, of a decision to retire from active training and competition;
- g) Avoid participating in any competitions where Federal Government Sport Policy has determined that such participation is not permitted;
- h) Wear the supplied Team uniform and any official Sail Canada partner apparel while travelling and anytime participating as part of the Team, including podium, interviews, public appearances, onshore activities (including photos & videos being published on social & electronic mediums);
- i) Technical apparel and gear (for sail training, racing, or land training) – when provided by Sail Canada and Sail Canada sponsors - must be worn and used for the activity they are designed for. Exception is granted when apparel or gear is inappropriate for existing environmental conditions or particular activity;
- j) Sail Canada's logo, Sail Canada's partner logos, and logos of supporters conflicting with Sail Canada's partners will not be placed on clothing, gear, equipment, nor documents and electronic media referring to the Canadian Sailing Team except when approved to do so by Sail Canada office. If approved, Athlete will follow directions for image formatting, spacing and location.
- k) Avoid any action or conduct that would be expected to significantly disrupt or interfere with a competition or the preparation of any Athlete for a competition;
- l) Act in a reasonable and acceptable manner, avoiding engaging in actions or activities that may bring Sail Canada into disrepute. Unacceptable behaviour includes but is not limited to:
  - i. unsportsmanlike conduct,
  - ii. wilful damage to property,
  - iii. Disparaging Sail Canada or its partners in any medium (includes social media),
  - iv. actions that would cause the Athlete to lose eligibility to compete in Olympic Games, or Major Games or in competitions sanctioned by World Sailing;
- m) Respect and comply with the Canadian Anti-Doping Program of the Canadian Centre for Ethics in Sport including but not limited to:
  - i. Avoid the use of banned substances and methods that contravene the rules of International Olympic Committee (IOC), the rules of World Sailing and the Canadian Anti-Doping Program;
  - ii. Submit, without prior warning, to unannounced doping-control tests in addition to other prior-notice tests and submit at other times to doping control testing when requested by Sail Canada, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so;
  - iii. Avoid the possession of anabolic drugs and neither supply such drugs to others directly or indirectly nor encourage or condone their use by knowingly aiding in any effort to avoid detection of the use of banned substances or banned performance enhancing practices;
- n) Participate in any Doping Control/Education Program as formulated by Sail Canada in co-operation with Sport Canada or other organisations designated by Sail Canada;
- o) Complete the CCES online anti-doping education course: True Clean Sport 101 and the Sport Canada Athlete Assistance module. Participate in reasonable sport-related, non-commercial promotional activities on behalf of the Government of Canada, where the arrangements for such activities are made through Sail Canada and are not for more than the equivalent of two working days for any individual Athlete unless incremental compensation is arranged and agreed to by the Athlete;
- p) Be and remain an individual member in good standing with Sail Canada and in particular ensure that any payment due by the Athlete to Sail Canada is paid on time (within 30 days of invoice);
- q) Promptly advise Sail Canada of any change of address or program status to ensure timely receipt by the Athlete of information;
- r) Provide biographical data to Sail Canada on request;

- s) Understand that Sail Canada shall not be liable for any injury or loss occasioned by the Athlete while travelling to or from, or during any competition, international assignment or training camp, nor shall Sail Canada be responsible for any damages or losses caused by the Athlete during the same time. The Athlete agrees to indemnify Sail Canada and hold it harmless from any claims or demands in respect of such loss or damage. This waiver and indemnity shall apply notwithstanding any acts of negligence, breach of contract or wrongful acts on the part of Sail Canada, its staff, agents, directors and officers;
- t) Utilise the hearing and appeal procedure referred to in paragraph 1(k) for remedy of complaints and issues especially where the situation involves the conduct or performance of Sail Canada employed staff or coaches.

### **AGREEMENT**

- 3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract. The parties agree to submit to the jurisdiction of the courts of Ontario with respect to any disputes arising under this Agreement. This Agreement constitutes the entire agreement between Sail Canada and the Athlete and may only be amended by agreement in writing by both parties.
- 4. This Agreement shall inure to the benefit of the parties hereto. It is not assignable by either party and does not inure any rights to their respective heirs, executors, administrators, successors and assigns.

### **APPEAL PROCEDURE**

- 5. An Athlete in good standing with Sail Canada who is affected by a decision of Sail Canada will have the right to appeal that decision, if there is sufficient grounds for an appeal. The appeal will be conducted in accordance with Sail Canada Policy; Appeals Process and Dispute Resolution in place at the time the dispute occurred. The current Policy; Appeal Process and Dispute Resolution, can be found on the Sail Canada website at <https://www.sailing.ca/policies-s15660>

### **DEFAULT OF AGREEMENT**

- 6. Where one of the parties to this agreement is of the opinion that the other party has failed to conform with its obligations under this agreement, it shall occur forthwith:
  - a) The one party shall notify the other party in writing of the particulars of the alleged default;
  - b) If there exists a reasonable opportunity to correct the default and the default is not so fundamental as to amount to repudiation of this agreement, the notifying party shall indicate in the notice the steps to be taken to remedy the default and a reasonable period of time to complete the remedial steps;
  - c) The parties agree that the giving of the above referred-to notice by a party will not prevent that party from later asserting that the default was so fundamental as to amount to a repudiation of this agreement;
  - d) If the party receiving the notice remedies the breach within the specified time, the dispute shall be considered resolved and neither party shall have any recourse against the other concerning the matter alleged to compromise the default. If the party receiving the notice fails to remedy the breach within the specified time and either party wished recourse against the other concerning the matters alleged to compromise the default, that party shall use the

dispute settlement mechanism of this agreement to resolve the differences between the parties;

**DURATION OF AGREEMENT**

6. This AGREEMENT comes into force 5 days prior to the first race of the Canadian Selection Event for the class(es) one wishes to compete in and terminates on the 30th day of August, 2019.

**SAIL CANADA**

\_\_\_\_\_  
WITNESS (to Sail Can Rep.)      \_\_\_\_\_  
DATE      \_\_\_\_\_  
SIGNATURE (Sail Can Rep.)

**THE ATHLETE**

\_\_\_\_\_  
WITNESS (to the Athlete)      \_\_\_\_\_  
DATE      \_\_\_\_\_  
SIGNATURE (Athlete)

## **APPENDIX "A"**

### **ENDORSEMENT, SPONSORSHIP AND MARKETING**

Sail Canada supports the Team Athletes through a number of resources. Contributions from, amongst others, Sport Canada, the Canadian Olympic Committee, the Canadian Paralympic Committee, Wind Athletes and Sail Canada's own resources are all part of the funding mix. To stay competitive requires Sail Canada to develop additional sources, making endorsements and corporate sponsorship key to this. Sail Canada needs to be able to provide exposure for potential sponsors and thereby increase the likelihood of attracting such support.

Opportunities to raise the profile of the Team amongst the general and corporate population include wearing the Team uniform at championships, public relations & media events and when travelling, and showcasing Team supporters on equipment and gear.

#### **The following guidelines are intended to both direct and protect Sail Canada, the Athlete, the Team and the Sail Canada official sponsors and suppliers:**

The corporate sector support provides an avenue for commercial endorsements and sponsorships. This support is valuable to both the Athlete and Sail Canada in efforts to reach their objectives. In order to achieve value for sponsors, the Association may develop initiatives and activities that require Athlete participation. The Athlete will provide all reasonable assistance to Sail Canada in its fundraising and marketing efforts. Without limitation, each year the Athlete agrees to make three (3) public and promotional appearances on behalf of Sail Canada. The Athlete will comply with any reasonable requests made by Sail Canada and/or their sponsors. The Athletes shall not be required to make any appearances or assist Sail Canada as set out above if any such appearances or assistance will interfere with the Athletes training, competition or other schedule, as determined by Sail Canada's High Performance Staff. If the Athlete is required to make more than three sponsor-related appearances each year on behalf of Sail Canada, the Athlete will be compensated by honorarium &/or travel expenses. The Athlete must communicate all public appearances to Sail Canada for recording and reporting purposes.

#### **Attributes and Properties**

##### **General Principles:**

The following principles shall govern all individual Athlete sponsorships or endorsements:

- Sail Canada recognises the rights of individual Athletes to secure their futures through the use of personal endorsements and shall make all reasonable efforts to promote the endorsement potential of Athletes within existing international and Canadian regulations.
- Team Athletes are expected to support and respect the agreements of all Canadian Sailing Team Official sponsors and suppliers.
- The eligibility of the Athlete must never be jeopardised by any commercial involvement.
- The properties of Sail Canada may be used in any form of Athlete personal endorsement and appearances as long as written pre-approval and direction for property display & use has been obtained from Sail Canada in each and every case. Should an individual Athlete be found to have used Sail Canada properties in any form for personal endorsement and appearance without pre-approval from Sail Canada, the individual Athlete will be deemed as acting in breach of this Agreement.
- Sail Canada has the right to define full or limited sponsor exclusivity and various rights of refusal associated with such agreements. This includes the right to reasonably assign such limitations to personal endorsement agreements.

- Sail Canada has the unconditional and exclusive right to enter into overall sponsor, supplier or commercial agreements on behalf of Association teams, groups, events or programs.
- Athletes under Sail Canada jurisdiction are required to abide by all overall Association or Team agreements, and may be prohibited or restricted from entering into private agreements with other commercial sponsors who may be deemed to be competitors with these Association sponsors.
- Athletes and/or their agents may not negotiate, sell or otherwise offer the use of any Association, team, and event or program properties for the use of private commercial sponsors without the prior written consent of Sail Canada. Sail Canada permission must be acquired prior to the Athlete's signing the agreement.

### **Personal Attributes**

This refers to the specific image, name, photograph, description or other identifiable property of the Athlete. When the individual's attribute has no identification whatsoever (including uniform and team clothing) with Sail Canada or the team, the attribute belongs exclusively to the Athlete.

When an Athlete is acting as an individual, Sail Canada accepts and acknowledges it has no rights to market his/her individual properties without the consent of the Athlete.

### **Athlete Attributes**

When an individual's attribute, whether appearing individually or as part of a group, can be identified by uniform, clothing, equipment or activity as part of the Team, the promotion of the property is a shared responsibility between the Athlete and Sail Canada.

The Athlete cannot enter into a sponsorship, endorsement or advertising agreement and use attributes that can be identified as team properties without prior consultation with Sail Canada CEO or his/her designate. If there is no conflict with Sail Canada sponsors, endorsements or advertising, consent will not be unreasonably withheld and Sail Canada will not normally require a fee for use of its property. Athletes are required to wear Team clothing during all public relations activities where attributes are linked to the the Team and Sail Canada.

Sail Canada may use an Athlete's attribute in marketing/promoting team or program properties. Sail Canada will request the Athlete's permission to use the selected attribute. The expectation is that permission will not be unreasonably withheld and that if after one week, no response has been received, Sail Canada will assume permission has been granted.

### **Sail Canada and Team Attributes**

Team attributes occur when two or more Team Athletes occur as a group, whether by image, name, likeness or other identifiable attribute and are used to promote Sail Canada, the Team and sponsored events. This may include two or more Athletes in one competitive shot, or a composite of 2 or more Athletes. Use of team attributes may extend to partners of the association when they choose to advertise their sponsorship or support of the sport and/or Team activities. Under these circumstances the sponsor must receive permission from Sail Canada prior to such advertising taking place.

### **Properties:**

- A specific photograph, sketch, likeness, signature or other similar individual or group athlete image identified by uniform, clothing, equipment or activity as part of Sail Canada or the Team is Sail Canada property and belongs solely to the Association.
- An Athlete under the jurisdiction of Sail Canada is considered to be engaged in a team event under the following circumstances:

- a) When wearing any item of supplied team clothing
  - b) When engaged in training or competition activity which is sanctioned, funded or part of approved Association development activities
  - c) When appearing in single or group photos of teams of competition activities
  - d) When travelling as a team or while in vehicles identified as team equipment
  - e) When identified in advertising and promotion together with team or Sail Canada logos, insignia, official phrases or other merchandising properties
  - f) While engaged in promotion on behalf of Sail Canada, team and/or Official Sponsor/Suppliers such as fundraising, book promotions, etc...
  - g) When appearing or identified in advertising of Team goods, products or services provided to Athletes by official suppliers
  - h) When participating in an activity that has been designated a Team Event in accordance with the provisions of section 2(h) of the Athlete Agreement.
- Association or team properties may not be used in any individual Athlete endorsement without prior approval. Sail Canada has the right to charge a fee payable to Sail Canada for the use of such properties. In this instance, the amount of the fee will be determined on a case-by-case basis, in consultation with the Athlete or Athlete representative.

### **Third Party Use**

When a sponsor, media or third party requests use of an Athlete's image for commercial use the following process will be followed:

1. Image use details such as volume of distribution and nature of use will be gathered.
2. Details will be passed on to the Athlete via email. The Athlete is expected to respond.
3. If no response is received after three days another Athlete's likeness will be offered to the third party.
4. In the case of the Athlete withholding approval, the reason for withholding approval shall be provided in writing to Sail Canada.

### **Boats, Equipment and Gear**

Boats, equipment & gear are powerful tools for the promotion, endorsement and advertising. Sail Canada recognises the right granted under the RRS for areas available to be used by the Athlete. In the event that the Athlete is not using any or all of these areas, it is expected that the right to use such areas will be assigned by the Athlete(s) to Sail Canada for use in promoting, endorsing or advertising on behalf of Team sponsor or partner.

### **Corporate Identification on Competition Apparel:**

- Team Competition Apparel will display the Sail Canada name and logo, as well as selected names and logos of Sail Canada sponsors and suppliers. Corporate identification of individual Athlete sponsors or endorsers cannot be displayed on the Team Apparel when the Athlete is under the jurisdiction of Sail Canada as previously defined. Team Apparel will change from year to year and may include the following, not limited to:

Shorts/Pants

Golf Shirt

Jacket/Vest

Hats

Sunglasses/Eyewear

Backpack

Shoes

Personal Flotation Device

This list can be expanded at the discretion of Sail Canada as the equipment is provided by Sail Canada and/or team suppliers.

- At the discretion of Sail Canada, corporate identification of an individual Athlete sponsor or endorser can be displayed on the Athletes' Team Competition Apparel. If such is the case, specific terms guiding the display and use of the corporate identification will be identified by Sail Canada on an individual basis.

**Corporate Identification on Equipment:**

- No corporate identification of individual Athlete sponsors or endorsers may be displayed on the Athlete's equipment (hull, sails, spars) that is in violation of the rules of the IOC, World Sailing and Sail Canada under any circumstance.
- Corporate identification of individual Athletes sponsors or endorsers may be displayed on the Athlete's equipment when the Athlete is under the jurisdiction of Sail Canada under the terms identified below.
  - 1) Providing the association with the individual Athlete sponsor does not violate existing or pending agreements between the Sail Canada and a Sail Canada corporate sponsor or supplier, corporate identification on the hull can be displayed as per ISAF Regulation 20 (Advertising Code).
  - 2) Providing association with the individual Athlete sponsor does not violate existing or pending agreements between Sail Canada and a Sail Canada corporate sponsor or supplier, corporate identification on the spars (mast and boom) can be displayed as per ISAF Regulation 20 (Advertising Code).
  - 3) Under the provision that Sail Canada secures Team sponsor, Sail Canada reserves the right to advertise this sponsorship, as per World Sailing Regulation 20 (Advertising Code), on all areas of the boat, sails and equipment, subject to the limitations of ISAF Regulation 20.4 and Table 1 of the Advertising Code.
    - a) Advertising on Boats other than Sailboards will be as per ISAF Regulation 20
    - b) Advertising on Sailboards will be as per ISAF Regulation 20
  - 4) All Sail Canada-approved Athlete sponsor contracts that include display of advertisement by the Athlete on their sail, hull, spar, equipment or body shall terminate one year after the approval of the advertising by Sail Canada, and must be re-approved on an annual basis unless Sail Canada has approved in writing an alternative term prior to the execution of that contract.

**DISCIPLINE**

The Team coach and High Performance staff shall have the right to discipline the Athlete on an initial basis. Such discipline may include removing an Athlete from a particular event and/or suspending an Athlete's participation in the Team's program.



## **ATTACHMENT “C”**

### **Sail Canada Code of Conduct**

#### **1. Purpose and Scope**

- 1.1. This Code of Conduct identifies the standard of behavior that is expected of all Sail Canada participants.
- 1.2. Sail Canada “participants” are defined as individuals who are registered to participate in Sail Canada programs and activities, including athletes, coaches, officials, employees, contractors, volunteers and parents of participants.
- 1.3. Participants who fail to abide by this Code may be subject to disciplinary action.

#### **2. Responsibilities**

- 2.1. All Sail Canada participants are expected to act in a responsible manner, as follows:
  - 2.1.1. To conduct themselves in a sportsmanlike and responsible manner at all times.
  - 2.1.2. To not engage in deliberate cheating that is intended to manipulate the outcome of a competition.
  - 2.1.3. To refrain from comments and behaviors which are disrespectful, offensive, abusive, racist, or sexist.
  - 2.1.4. To not be under the influence of alcohol at any time they are performing their duties.
  - 2.1.5. To not use or be in possession of illicit drugs/narcotics, performance- enhancing drugs or methods or drug paraphernalia.
  - 2.1.6. To not bet or gamble on the outcome of a competition.
  - 2.1.7. To refrain from the use of power of authority in an attempt, successful or not, to coerce another person to engage in or tolerate sexual activity which includes deliberate or repeated unsolicited sexually oriented comments, anecdotes, gestures or touching that are offensive and unwelcome.
  - 2.1.8. To not breach the privacy of an individual where the individual has a right to expect privacy.
  - 2.1.9. To either declare a conflict of interest or withdraw from participating in the activity that causes a conflict of interest as outlined in the SAIL CANADA’s Conflict of Interest Policy.

2.1.10. To not attempt to cover up or conceal any conduct of an individual that is, or may be, in breach of this code of conduct.

2.2. Athletes and coaches are further subject to the code of conducts specifically developed for athletes and coaches.

2.3. Individuals working with minors must be held to a higher standard in their dealings with those who are below the age of majority.

### 3. Confidentiality

3.1. Volunteers, employees and contractors should not use or transmit any confidential information for personal gain, while serving with the Sail Canada, and following termination of their relationship with the Sail Canada.

3.2. "Confidential information" is information of a highly sensitive, confidential, or, (when designated by a lawyer) privileged nature that may undermine the interests of the Sail Canada or cause negative attention if the matter or matters were to be disclosed, either internally or externally.

### 4. Disciplinary Procedures

#### 4.1. Minor Infractions

4.1.1. Examples of minor infractions and possible disciplinary sanctions are shown in Appendix A.

4.1.2. Procedures for dealing with minor infractions shall be determined at the discretion of the person having delegated authority to make decisions on behalf of the Sail Canada or its Board of Directors, related to Sail Canada programs and activities.

4.1.3. In all situations however, the individual being disciplined shall be informed of the nature of the infraction and has an opportunity to explain his or her involvement in the incident.

#### 4.2. Major Infractions

4.2.1. Examples of major infractions and possible disciplinary sanctions are shown in Appendix A.

4.2.2. Any participant in a Sail Canada activity may report a major infraction to the Executive Director.

4.2.3. Upon receipt of a complaint, the Executive Director shall determine if the incident is better dealt with as a minor infraction, or if a hearing is required to address the incident as a major infraction.

4.2.4. If the incident is to be dealt with as a minor infraction, the Executive Director will inform the appropriate person in authority as described above and the alleged offender, and the matter shall be dealt with according to section 4.1 above.

4.2.5. If the incident report is to be dealt with as a major infraction and a hearing is required, the alleged offender shall be notified as quickly as possible and in any event, no later than 3 days from date of receipt of the incident report, and shall be advised of the procedures outlined in this policy.

4.2.6. Within 5 days of receiving the incident report, the Executive Director shall forward the report to the Case Manager who shall appoint three individuals to serve as a Disciplinary Panel. Where possible, one of the Panel members shall be from the peer group of the alleged offender. None of the Panel members can be involved in the incident and must be independent of those who were involved in it.

4.2.7. The Disciplinary Panel shall hold the hearing as soon as possible, but not more than 14 days after the incident report is first received by the Executive Director.

4.2.8. The Disciplinary Panel shall govern the hearing as it sees fit, provided that:

a) The individual being disciplined shall be given 5 days written notice (by courier or fax) of the day, time and place of the hearing.

b) The Panel may decide to conduct the hearing in person, by telephone or video conference.

c) The individual being disciplined shall receive a copy of the incident report.

d) Members of the Panel shall select from among themselves a Chairperson.

e) A quorum shall be all 3 Panel members.

f) Decisions shall be by majority vote; the Chair carries a vote.

g) The individual being disciplined shall have the right to present evidence and argument, and may be accompanied by a representative.

h) The hearing shall be held in private.

i) The Panel may request that witnesses to the incident be present or submit written evidence.

j) The Panel shall render its decision, with written reasons, within 5 days of the Hearing.

k) Once appointed, the Panel shall have the authority to abridge or extend timelines associated with all aspects of the hearing.

4.2.9. Unless the Disciplinary Panel decides otherwise, any disciplinary sanctions applied shall take effect immediately.

## 5. Appeals Process

Any appeal of decisions set out in section 4 above (by person having delegated authority or the Disciplinary Panel) will be done according to the Sail Canada's Appeal Process and Dispute Resolution Policy.

## **APPENDIX A**

### EXAMPLES OF INFRACTIONS AND POSSIBLE SANCTIONS

#### Examples of Minor Infractions

- a) A single incident of disrespectful, offensive, abusive, racist or sexist comments or behaviour directed towards others, including but not limited to peers, opponents, athletes, coaches, officials, administrators, spectators and sponsors.
- b) Unsportsmanlike conduct such as angry outbursts or arguing.
- c) A single incident of intentionally being late or, if unintentionally, which results in significant embarrassment to or disruption of the event or activity

#### Possible Sanctions for Minor Infractions

The following disciplinary sanctions may be applied, singly or in combination, for minor infractions:

- a) verbal reprimand
- b) written reprimand to be placed on file at the national office
- c) verbal apology
- d) hand-delivered written apology
- e) team service or other voluntary contribution to Sail Canada
- f) suspension from the current competition
- g) other sanctions as may be considered appropriate for the offence.

#### Examples of Major Infractions

- a) Repeated incidents of disrespectful, offensive, abusive, racist or sexist comments or behaviour directed towards others, including but not limited to peers, opponents, athletes, coaches, officials, administrators, spectators and sponsors.
- b) Repeated unsportsmanlike conduct such as angry outbursts or arguing.
- c) Repeated incidents of being late for or absent from Sail Canada events and activities at which attendance is expected or required, whether intentional or not.
- d) Single physically abusive incident.

- e) Activities or behaviour which intentionally, or even if not intentional with wanton disregard for the consequences, interfere with a competition or with any athlete's preparation for a competition.
- f) Pranks jokes or other activities that endanger the safety of others.
- g) Deliberate disregard for the rules and regulations under which sailing events are conducted, whether at the local, divisional, provincial, national or international level.
- h) Violation of the National Team Athlete Agreement.
- i) Violation of the sponsorship policy for individual athletes.
- j) Abusive use of alcohol where abuse means a level of consumption which impairs the individual's ability to speak, walk or drive, causes the individual to behave in a disruptive manner; or interferes with the individual's ability to perform effectively and safely, or irrespective the level of consumption, is in breach of any applicable no alcohol policy.
- k) Any use of alcohol by minors.
  - l) Use of illicit drugs and narcotics.
  - m) Use of banned performance enhancing drugs or methods.

#### Possible Sanctions for Major Infractions

The Disciplinary Panel may apply the following disciplinary sanctions singly or in combination, for major infractions:

- a) written reprimand to be placed on file at the national office
- b) hand-delivered written apology
- c) suspension from certain Sail Canada activities which may include suspension from the current competition or from future teams or competitions
- d) suspension of all Sail Canada privileges
- e) suspension from certain Association activities (i.e. playing, coaching or officiating) for periods of up to three years
- f) suspension from all Association activities for periods of up to three years, or for life, if the circumstances of the infraction warrant
- g) other sanctions as may be considered appropriate for the offense

## ATTACHMENT "D"

### **Sail Canada Policy; Appeal Process and Dispute Resolution**

#### GENERAL PROVISIONS

##### 1. Preamble

1.1 Sail Canada recognizes the right of any Registered Participant to appeal the decisions of the Sail Canada, including those relating to matters such as national team selection, harassment, discipline, and governance (e.g. election processes, interpretations of by-laws, undeclared conflicts of interest).

1.2 The purpose of this policy is to enable disputes with Registered Participants to be dealt with fairly, expeditiously and affordably within Sail Canada, without having to have recourse to formal legal procedures.

1.3 The adjudication procedure described in this policy conforms to the principles of natural justice and procedural fairness:

- a) The right to be heard in a dispute.
- b) The right to be judged objectively and impartially.
- c) The right to be judged by objective, impartial persons.

##### 2. Definitions

**Appellant:** Refers to a Registered Participant of appealing a decision of Sail Canada;

**Arbitration:** Refers to the arbitration process as established by the Canadian Sport Dispute Resolution Code, as amended from time to time;

**Days:** Means total days, irrespective of weekends or holidays;

**Mediation:** Refers to the mediation process as established by the Canadian Sport Dispute Resolution Code, as amended from time to time;

**Registered Participants:** Refers to individuals who are registered to participate in Sail Canada programs and activities, including, but not limited to, athletes, coaches, instructors, officials, volunteers, directors, officers, team managers, team captains, medical and paramedical personnel, administrators, Case Managers, employees and contractors;

**Case Manager:** Refers to the person appointed to oversee and manage the specific case. This person can be anybody who has no involvement with the decision being appealed, as provided in Section 5;

**Panel:** Refers to the appeal panel established as provided by Section 7;

Respondent: Refers to the body, person or persons whose decision is being appealed; and

## Sail Canada Policy; Appeal Process and Dispute Resolution

Written Statement: Refers to the response submitted by the Respondent(s).

### 3. Scope of Appeal

3.1. Any Registered Participant of Sail Canada who is affected by a decision of the Board of Directors, of any Committee of the Board of Directors, or of any body or individual who has been delegated authority to make decisions on behalf of Sail Canada or its Board of Directors, will have the right to appeal that decision, provided there are sufficient grounds for the appeal, as set out in Section 8;

3.2. This appeal policy will not apply to decisions relating to:

- a) The Athlete Assistance Program (AAP) policies and procedures established by Sport Canada;
- b) Doping offences, which are dealt with under the Canadian Policy on Doping in Sport and the Canadian Doping Control Regulations;
- c) The technical rules of Sail Canada, as set out in the International Sailing Federation (ISAF) Racing Rules of Sailing (RRS) including the Sail Canada Prescriptions to the RRS;
- d) Matters relating to regattas in Canada governed by international organizations such as the Olympic Games, Pan American Games, World Championships and similar events organized by entities other than Sail Canada, which are dealt with under the policies of these other entities;
- e) Contractual matters between Sail Canada and its Registered Participants for which another dispute resolution process exists under the provisions of the applicable contract;
- f) Employment matters or matters of operational structure, staffing or volunteer leadership opportunities;
- g) Criminal offences for which the Appellant(s) is/are seeking a criminal conviction.

### 4. Timing of Appeal

4.1. Registered Participants who wish to appeal a decision will have 15 days from the date they received notice of the decision, to submit their appeal in writing to Sail Canada Executive Director, who will appoint a Case Manager;

- 4.2. Any Registered Participant wishing to submit the written appeal beyond the 15-day period must provide a written request stating reasons for an exemption to the requirement of Sub-section 4.1;
- 4.3. The decisions to allow or not the exemption as provided by Sub-section 4.2 will be at the discretion of the Panel as establish in conformity with Section 7.

## Sail Canada Policy; Appeal Process and Dispute Resolution

### PROCEDURE

#### 5. Appeal Document and Discussion

5.1. The Sail Canada Executive Director shall appoint a Case Manager to oversee management and administration of appeals submitted in accordance with this Policy. The Case Manager has an overall responsibility to ensure procedural fairness is respected at all times in this Policy, and to implement the Policy in a timely manner. More particularly, the Case Manager has a responsibility to:

- a) Receive the appeal document;
- b) Determine if appeals lie within the jurisdiction of this Policy;
- c) Determine if appeals are brought in a timely manner;
- d) Determine if appeals are brought on permissible grounds;
- e) Appoint the appeal panel to hear appeals and/or determine the preliminary questions set out in paragraph 5.1 (a) to (d) above;
- f) Determine the format of the appeal hearing;
- g) Coordinate all administrative and procedure aspects of the appeal;
- h) Provide administrative assistance and logistical support to the appeals panel as required; and
- i) Provide any other service or support that may be necessary to ensure a fair and timely appeal proceeding.

5.2. Registered Participants who wish to appeal a decision of Sail Canada that affects them must apply to the Case Manager to initiate the appeal process by completing a formal, written appeal document. The appeal process does not begin until such application is made.

5.3. The formal Appeal Document will state:

- a) The name(s) of the Appellant(s);
- b) The coordinates of the Appellant(s);
- c) The name(s) of the Respondent(s);
- d) The decision being appealed;
- e) The grounds for the appeal;
- f) A summary of the evidence that supports these grounds;
- g) A list of the witnesses to be called at the hearing with a summary of the evidence to be provided by them;
- h) The remedy sought;
- i) Whether or not representative(s) will be present; and
- j) Any request for timing-exemption, as provided by Sub-section 4.2, when required.



- 5.4. Upon receiving the written Appeal Document, the Case Manager will discuss the circumstances with the Appellant(s) and, without any delay, will notify the Respondent(s) in writing and forward a copy of the Appeal Document to the Respondent(s);

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- 5.5. Before proceeding further, the Case Manager will ensure that the Appellant(s) and the Respondent(s) have attempted to resolve the dispute privately between themselves, by any means possible in the circumstances. If this attempt is not successful, the Case Manager must be informed within five days of his/her receipt of the Appeal Document. It is expected that most issues will be resolved at this level.
- 5.6. If the issue is not resolved at this stage, the Case Manager may refer the appeal to Resolution Facilitation, a service of the dispute resolution secretariat of the Sport Dispute Resolution Centre of Canada or its successor. Resolution Facilitation is a process that enables the parties involved in a dispute to better communicate with each other and to resolve their dispute through an amicable settlement.

### 6. Screening of Appeal

- 6.1 Within two working days of receiving the Appeal Document, the Case Manager will determine whether there are appropriate grounds for the appeal, as set out in Sub-section 8;
- 6.2 The facts as alleged by the Appellant(s) in the Appeal Document shall be presumed to be correct unless such facts are, to the knowledge of the Case Manager, clearly erroneous;
- 6.3 If the appeal is denied on the basis of insufficient grounds, the Appellant(s) and the Respondent(s) will be notified in writing without delay of this decision and its reasons;
- 6.4 If the Appellant(s) believe(s) the Case Manager has made an error in denying the right to appeal a decision, the matter may be referred to Arbitration or Mediation, such Arbitration or Mediation to be administered under the Canadian Sport Dispute Resolution Code, as amended from time to time.

### 7. Appeal Panel

- 7.1 Within ten days of having received the Appeal Document, the Case Manager will initiate the establishment of a Panel as follows:
  - a) The Panel will be comprised of three individuals;
  - b) The Panel will consist of one person nominated by the Appellant(s), one person nominated by the Respondent(s) and the third person, who shall act as chairperson of the Panel, nominated by the Appellant(s)' and Respondent(s)' nominees to the Panel, or failing agreement by such nominees, appointed by the Case Manager;

7.2 All three Registered Participants of the Panel must be nominated respecting the following conditions:

#### Sail Canada Policy; Appeal Process and Dispute Resolution

- a) They must have no significant relationship with the affected parties;
- b) They must have no involvement with the decision being appealed;
- c) They must be free from any actual or perceived bias or conflict of interest;

7.3 As soon as they are nominated, the Registered Participants of the Panel will be forwarded a copy of the Appeal Document.

### 8. Grounds for Appeal

8.1 An appeal may be heard only if there are sufficient grounds for the appeal. Sufficient grounds include, but are not limited to, the Respondent:

- a) Making a decision for which it did not have authority or jurisdiction as set out in governing documents;
- b) Failing to follow procedures as laid out in the bylaws or approved policies of Sail Canada;
- c) Making a decision which was influenced by bias, where bias is defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views or that the decision was made on the basis of, or significantly influenced by factors unrelated to the merits of the decision;
- d) Exercising its discretion for an improper purpose;
- e) Making a decision that was grossly unreasonable or unfair.

### 9. Preliminary Conference

9.1 Within seven days of receiving the Appeal Document, the Panel will hold a conference to consider various preliminary issues, such as, but not limited to, the following:

- a) Date and location of the hearing;
- b) Timelines for exchange of documents;
- c) Format of the appeal (written or oral submissions or a combination of both);
- d) Clarification of issues in dispute;
- e) Clarification of evidence to be presented to the Panel;
- f) Order and procedure of hearing;
- g) Any procedural matter;
- h) Clarification of remedies sought;
- i) Any other matter that may assist in expediting the appeal proceedings.

9.2 The preliminary conference can be held by conference-call or in person, depending on the circumstances: this decision is at the sole discretion of the Chairperson and may not be appealed;

9.3 The participants in the preliminary conference shall be the Appellant(s), the respondent(s), their representatives, if any, the Case Manager and the Panel;

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- 9.4 The Chairperson and the Case Manager shall arrange the preliminary conference and its precise date and time in concert with the participants;
- 9.5 The Panel may delegate to its Chairperson the authority to deal with these preliminary matters;
- 9.6 The Case Manager shall act as secretary of the preliminary conference and shall confirm in writing to the Appellant(s) and Respondent(s) the appeal procedure established at this preliminary conference within two working days after the conclusion of such conference, and after having received the written confirmation approved by the Panel.
10. Procedure for Appeal
- 10.1 The Panel shall govern the hearing by such procedures as it deems appropriate, provided that the following directives be applied:
- a) The appeal shall be heard as quickly as reasonably possible, having regard to the nature of the appeal, and the circumstances of the case;
  - b) All three Registered Participants of the Panel shall hear the appeal, but a majority in favour of the same result shall be sufficient to effect a decision;
  - c) Each party shall have the right to be represented at the hearing;
  - d) Copies of any written documents which any of the parties would like the Panel to consider shall be provided to the Panel, and to all parties, within the time limits established during the preliminary conference or by the Panel;
  - e) The appeal may proceed on the basis of written submissions and documentation if all parties to the appeal consent;
  - f) If the decision of the Panel 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 a party to the appeal in question and will be bound by its outcome;
  - g) The Panel may direct that any other person or party participate in the appeal;
  - h) For sake of expediency and cost reduction, a hearing either by way of written submissions, via telephone conference or video conference is to be preferred with such safeguards as the Panel considers necessary to protect the interests of the parties;
  - i) Unless otherwise agreed by the parties, there shall be no communication between Panel Registered Participants and the parties except in the presence of, or by copy to the other parties.
11. Evidence that May be Considered
- 11.1 As a general rule, the Panel will only consider evidence that was before the original decision-maker. At its discretion, the Panel may hear new material evidence that was not available at the time of the original decision.

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11.2 Unless a party can prove that he/she couldn't possibly have been aware of a certain fact or argument at the time of the submission of his/her Appeal Document, no additional information or argument will be accepted from the Appellant(s) or Respondent(s) by the Panel after the preliminary conference, other than that provided orally by witnesses at the hearing.

11.3 The Panel will determine if an additional element of proof should be admitted or rejected where the preliminary conference has taken place.

11.4 If a party believes the Panel has made an error in admitting or rejecting an additional element of proof as provided by Sub-section 11.3, the matter may be referred to Arbitration or Mediation, such Arbitration or Mediation to be administered under the Canadian Sport Dispute Resolution Code, as amended from time to time.

## 12. Appeal Decision

12.1 Within five working days of concluding the appeal, the Panel will issue its written decision, with reasons. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide:

- a) To reject the appeal and confirm the decision being appealed;
- b) To uphold the appeal and refer the matter back to the initial decision-maker for a new decision;
- c) To uphold the appeal and vary the decision where it is found that an error occurred and such an error cannot be corrected by the original decision-maker for reason of lack of clear procedure, lack of time, or lack of neutrality;
- d) To determine how costs of the appeal, excluding legal fees and legal disbursements of any of the parties, will be allocated, if at all. When granting such costs, the Panel shall take into account the outcome of the proceedings, the conduct of the parties and their respective financial resources.

12.2 A copy of this decision will be provided to each of the parties and to the Case

Manager;

12.3 In extraordinary circumstances, the Panel may issue a verbal decision or a summary written decision, with reasons to follow, provided that the written decision with reasons is rendered within the timelines specified in Sub-section 12.1.

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## 13. Modification of Timelines

13.1 If the circumstances of the dispute are such that this policy will not allow a timely appeal, or if the circumstances of the disputes are such that the appeal cannot be

concluded within the timelines dictated in this policy, the Panel may direct that these timelines be revised.

14. Arbitration and Mediation

14.1 All differences or disputes shall first be submitted to appeal pursuant to the appeal process set out in this policy;

14.2 Any final decision made by the Panel that may lead to irreversible consequences for one of the parties may be exclusively submitted by way of application to the dispute resolution secretariat of the Sport Dispute Resolution Centre of Canada or its successor, which will resolve definitively the dispute in accordance with the Canadian Sport Dispute Resolution Code, as amended from time to time;

14.3 Should a matter be referred to Arbitration or Mediation, all parties to the original appeal shall be parties to this Arbitration or Mediation;

14.4 The award rendered by the dispute resolution secretariat of the Sport Dispute Resolution Centre of Canada or its successor shall be final and binding upon the parties.