



## **Santiago 2023 Pan American Games – Sailing Internal Nomination Procedures**

Objective/Preamble: The 2023 Pan American Games will be held in Santiago, Chile from October 20th to November 5th. The sailing events will run from October 25th to November 5th across 13 classes:

- ILCA 7 ( Men’ Dinghy)
- ILCA 6 (Women’s Dinghy)
- 49er FX (Double-handed skiff, Women)
- 49er (Double-handed skiff, Men)
- Nacra 17 (Double-handed multihull, Mixed)
- IQ foil (Windsurfer, Men)
- IQ foil (Windsurfer, Women)
- Sunfish (Regional dinghy event, Men )
- Sunfish (Regional dinghy event, Women )
- Snipe (Double-handed Dinghy, Mixed)
- Lightning (Multi-crewed regional Dinghy, Mixed)
- Formula Foiling Kites (Single-handed kiteboard, Men )
- Formula Foiling Kites (Single-handed kiteboard, Women)

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) .

2023 Pan American Games Qualification System The Santiago 2023 Qualification System can be found here: <https://panamsailing.org/wp-content/uploads/2022/04/Sailing-Qualification-System.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 2023 Pan American Games Team. Simply meeting the country qualification requirements does not qualify an individual athlete or team for nomination to the 2023 Pan American Games Team. Individual athlete or team selection is outlined in the process below – “Internal Nomination Process”.

### ***Internal Nomination Process:***

#### ***Unforeseen circumstances Clause***

***This INP is intended to apply as drafted and, specifically, where no athletes are prevented from competing because of an unforeseen injury or other unanticipated or unforeseen circumstances. Situations may arise where unforeseen circumstances or circumstances beyond Sail Canada’s control do not allow competition or nomination to take place in a fair manner or in the best interests of the priorities and general principles for selection as indicated in these criteria, or do not allow the procedure for nomination as described in this document to be applied.***



*In the event of such unforeseen circumstances the Sail Canada High Performance Director (HPD) will, where possible, consult with the Sail Canada High Performance Advisory Committee to determine if the circumstances justify competition or nomination should take place in an alternative manner. In such circumstances, the HPD shall communicate the alternative selection or nomination process to all impacted individuals as soon as possible.*

### ***Covid Clause***

*Where applicable, all athletes and support teams will comply with the vaccination policies and vaccination requirements of the NSO, COC, [IF], [Pan Am Sports], and the host country of the event”*

## **1. Selection System**

### **1.1 Minimum eligibility requirements for an athlete to be considered for nomination to the 2023 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 does not expire on or before May 8, 2024.

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 2023 Pan American Games.

#### **Additional PASAF Requirements:**

- A competitor may qualify an NOC for the 2023 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 2023 Pan American Games. All minors must also have written approval and signature from their parents on all documentation

#### **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 Santiago 2023 Conditions of Participation Form by September 15th, 2023 to meet with COC registration deadlines. If a minor, it is required to have a parent's signature on this form.

### **1.1.5 COC Santiago 2023 Team Selection and Quota Allocation Process:**

#### **WHEREAS:**

1. In November 2017, the city of Santiago, Chile was selected by the PANAM Sports Organization ("**PANAM Sports**") to host the 19<sup>th</sup> edition of the Pan American Games (the "**PANAM Games**") which will be held from October 20 to November 5, 2023. In accordance with PANAM Sports regulations, an organizing committee has been constituted for the purpose of organizing the PANAM Games (the "**PANAM Games Organizing Committee**").
  2. The COC, as the National Olympic Committee ("**NOC**") recognized by PANAM Sports, is responsible for constituting and organizing its delegation (the "**Team**") for international multi-sport games under its jurisdiction such as the PANAM Games. The COC has the discretion to elect or decline to send a Team or participate in the PANAM Games. The COC also has the discretion to decide on the composition and size of its Team for the PANAM Games.
  3. The COC's Team Selection Committee ("**TSC**") has the responsibility for developing this Team Selection Policy ("**TSP**" or this "**Policy**") which sets out the fundamental principles upon which the selection of the Team for the PANAM Games will be based. This TSP for the PANAM Games shall be consistent with the established mission and values of the COC.
  4. NATIONAL SPORT ORGANIZATIONS ("**NSOs**") are recognized by the COC as the governing body responsible for the administration and promotion of their sport in Canada. NSOs are responsible for timely drafting, meaningful athlete engagement, interpretation, communication and implementation of their Internal Nomination Procedures ("**INP**") for the PANAM Games to all concerned parties.
  5. Given the limited resources available for the PANAM Games, the COC needs to prioritize the allocation of funding for the PANAM GAMES to certain sports. In determining the size, composition and allocation of funding of the Team for the PANAM Games, the TSC has considered the following factors:
    - i. Both the COC and the NSOs have endorsed the commitment to high performance excellence;
    - ii. The COC Board of Directors has established that the priority focus for the COC's sport programming should be the Olympic Games and the preparatory programs that best assist athletes/teams to be successful at the Olympic Games and has directed that COC resources be targeted accordingly.
    - iii. The importance of the PANAM Games, in a sport's preparation for the Olympic Games Paris 2024, varies across sports;
- i. The quality and depth of competition at PANAM Games, relative to the Olympic Games will likely vary across sports;



- ii. The sports qualifying criteria for the Olympic Games Paris 2024 have not been finalized by International Federations;
- iii. The PANAM Games sport program, including the status of non-Olympic sports has not been finalized;

NOW THEREFORE, the Team Selection Committee recommends that:

#### **FUNDING PRINCIPLES:**

6. The COC will fund the participation of all athletes in Tiers I-IV (as defined below):
  - i. **Tier I (SENIOR A Athletes):** Athletes who are included on their NSO's Schedule B for the upcoming Olympic Games (as determined by Own the Podium). Individual athletes from an NSO without a Schedule B should demonstrate evidence of Olympic qualification potential or Tops potential<sup>1</sup> at the PANAM Games;
  - ii. **Tier II (NEXTGEN Athletes):** Athletes who are included on their NSO's Schedule B for the subsequent Olympic Games (as determined by Own the Podium);
  - iii. **Tier III (PANAM only Athletes):** Athletes competing in PANAM only sports, where their NSO can demonstrate evidence of Top s potential at the PANAM Games;
  - iv. **Tier IV (TEAM SPORTS Athletes):** Athletes that are part of Team Sports<sup>2</sup> where the PANAM Games have been identified as a qualifying event for the subsequent Olympic Games. If the PANAM Games are not a qualifying event for the Olympic Games, then the COC will only fund the members of the Team that are SENIOR A or NEXT GEN athletes. If there is no Schedule B for a given sport, the NSO needs to prove to the COC that they have a distinct probability of podium potential to be funded<sup>3</sup>.
7. NSOs shall be fully responsible for funding any athletes that are in **Tiers V-VI** (as defined below):
  - i. **Tier V (SENIOR B Athletes):** Athletes who are not included in the NSO's Schedule B (as determined by Own the Podium) for the upcoming or subsequent Olympic Games.
  - i. **Tier VI (PANAM only Athletes):** Athletes competing in PANAM only sports where there is no evidence of a Tops potential at PANAM Games.
8. As per the Games Organizing Committee regulations, the NSO support team member to athlete ratio shall not exceed 40%. Notwithstanding anything to the contrary, the COC will fund the participation of a maximum of 125 NSO support team members.
9. Subject to the regulations of the Games Organizing Committee and TSC approval, NSOs may have the ability to nominate additional support team members to the Team. NSOs shall assume all related costs of participation for these additional support team members.

#### **QUOTA ALLOCATIONS**

<sup>1</sup>Top s potential is defined as a distinct probability, in COC's reasonable discretion, to place in the tops at the PANAM Games for an event. Distinct probability will be measured by assessing the athlete's placing in a combination of two (2) competitions including the most recent World Championships (reduced to PANAM nations) and the most recent Pan Am Championships in the last 24 months (from the start of PANAM Games). Note: Exceptional cases and extenuating circumstances, including but not limited to those related to the COVID-19 pandemic, may be considered by the COC.



2 A Team sport is defined as a sport in which the substitution of players is permitted during a Competition.

3 Podium potential is defined as a distinct probability, in COC's reasonable discretion, to place in the top 3 teams at the PANAM Games. Distinct probability will be measured by assessing Canada's placing in a combination of two (2) competitions including the most recent World Championships (reduced to PANAM nations) and the most recent Pan Am Championships in the last 24 months (from the start of the PANAM Games). Note: Exceptional cases and extenuating circumstances, including but not limited to those related to the COVID-19 pandemic, may be considered by the COC.

10. The COC has the exclusive authority for the representation of its Team at the PANAM GAMES and may decide not to accept an allocated quota place.
11. As a prerequisite to earn quotas and to participate in the PANAM Games, the NSO must demonstrate that it operates an active and competitive program both domestically and internationally. A competitive program is defined as participation in or qualification in the pursuit of World Championship participation.
12. COC shall consult with NSOs before finalizing the sport quota allocation. Once the COC has decided on the final number of entries per sport, the NSO shall have the discretion to prioritize such entries while striving for equal representation of both genders.
13. It is the intent to determine the final overall team size and quotas for each sport before the start of the qualification period.

#### **INTERNAL NOMINATION PROCEDURES**

14. NSOs seeking participation in the PANAM Games shall develop their INP for the PANAM Games that are clear and transparent. NSOs must submit their INP to COC for review and approval by the TSC by the deadline established in the table below.
15. The COC recognizes that NSOs have the right to establish selection criteria for their respective sports that are more restrictive than the PANAM Games entry regulations. It is not the intent of this Policy to limit in any way the right of an NSO to adopt selection criteria that are more restrictive than the COC qualification standard.
16. NSOs are responsible for duly communicating to all concerned parties their established INP for the PANAM Games within the imparted deadline instructed by the COC.
17. Any amendments made by an NSO to its INP must be submitted to the COC for approval by the TSC, provided any such amendments shall be due to unforeseen change(s) in circumstances or for clarification purposes only and that the NSO shall be responsible for evaluating and supporting



the potential consequences of such change. The NSO is solely responsible for informing all concerned parties of any amendments to its INP in a timely manner.

18. The NSO shall submit its nominated Team members to the TSC. The TSC has the power to approve or refuse the nomination of individuals to the Team.

## **GENERAL**

19. This Policy establishes the minimum qualification standard to be achieved only and shall not impact on any other decisions made by the COC with respect to preparation of its Team for the PANAM Games, accreditations at PANAM Games or other allocation of COC resources. For clarity, this policy shall not affect the Board approved strategy in which resources shall be targeted towards performance at the Olympic Games. The COC's targeted approach remains a necessary element of COC resource allocation.

20. Should new information become available through PANAM SPORTS or the PANAM Games ORGANIZING COMMITTEE that materially changes the intent or scope of this Policy, the TSC has

the authority to make any changes to this Policy if the timing does not permit for the COC Board of Directors to review the recommendations.

## **TIMELINES**

The timelines attached are an essential part of this Policy however the timelines may be adjusted by COC Management in conjunction with the Chair of the TSC without requiring Board of Directors approval should these changes be minor and consistent with this Policy.

<b>DATE</b>	<b>ACTION</b>	<b>WHO</b>
November 2021	COC Team Selection Committee reviews Santiago 2023 Team Selection Policy	TSC
November 2021	COC Board of Directors approves Santiago 2023 Team Selection Policy	COC Board of Directors
April 2022	COC Session approves Santiago 2023 Team Selection Policy	COC Session
April 2022	Anticipated distribution of Santiago 2023	PANAM Sports/ Santiago



	Qualification Systems	2023
Spring 2022 (Date TBC)	Anticipated distribution of Paris 2024 Qualification Systems	IOC / Paris 2024
May to June 2022	COC TSC reviews sport-by-sport quota allocations COC and NSO confirm quota allocation process for each sport, including agreement on relevant competitions	TSC  coc / NSO
July 20, 2022	Submit Draft INP to COC for Review	NSO
October 20, 2022	Deadline for NSOs to finalize their Internal Nomination Procedures (INPs) following the COC review/ feedback and internal NSO ratification/ approval process. Following this date, NSOs are required to notify the COC of all subsequent changes made to their INP.	NSO
September 2023 (Date TBC)	Deadline for NSOs to submit team nomination to COC for approval	NSO
September 2023 (Date TBC)	TSC review and approves NSO nominations	coc
September 2023 (Date TBC)	Final day for COC to register Canadian Pan American Team with Santiago 2023	coc
October 20 - November 5, 2023	2023 Pan American Games	Santiago 2023

## 1.2 Trial Events

1.2.1 Canadian Selection Events Note: Selection events must be completed prior to September 15, 2023 to facilitate entry to the Pan Am Games.



**ILCA7, men: 2023 Princess Sofia Regatta, March 31-April 8, Mallorca, Spain** 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.

**ILCA6 , women: 2023 Princess Sofia Regatta, March 31-April 8, Mallorca, Spain** , 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.

**IQ foil, men: 2023 West Marine US Open Date, February 1-5, Clearwater, Florida** , 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.

**IQ foil , women: 2023 West Marine US Open Date, February 1-5, Clearwater, Florida** , 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:- 2023 West Marine US Open Date, February 1-5, Clearwater, Florida** , 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 men: 2023 West Marine US Open Date, February 1-5, Clearwater, Florida** , 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: 2023 Princess Sofa Regatta , March 31-April 8, Mallorca , Spain** , 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, Men: 2023 North American Championships, June 8-11, 2023** 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, Women: 2023 North American Championships, June 8-11, 2023** 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: Surf City / Atlantic Coast Championship – Surf City, NJ, June 17-18, 2023** 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: 2023 Canadian Selection Event, Kingston/Toronto, 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.

**Formula Kites, Men : 2023 West Marine US Open Date, February 1-5, Clearwater, Florida** , 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.

**Formula Kites, : 2023 West Marine US Open Date, February 1-5, Clearwater, Florida** , 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 September 26, 2023):

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 September 27, 2023 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 Santiago, 2023 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 2023 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 2023 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 26 September 2023 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.

11/ The Pan am Games team will be announced no later than September 29, 2023

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

#### **Staff Selection**

*The High Performance Director in consultation with the National Performance Coach has the sole discretion in selecting the support staff, including team leader, coach(s) for the Santiago Games. The support staff will be selected based on the principle of sending a team of specialists that is best capable of assisting athletes in achieving podium performances at the Games. All staff must meet the COC eligibility criteria; sign all agreements by the September 15, 2023 deadline, complete mandatory training sessions, and be a member in good standing of the Coaching Association of Canada. All selections are subject to COC approval.*



### **Sail Canada 2023 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 2023 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 2023 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 – “Santiago 2023 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 Santiago 2023 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 2023 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 Organization 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;

AND 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 organizations 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 traveling 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 Center 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 Center 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 cooperation with Sport Canada or other organizations 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 traveling 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) Utilize 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 appendix D

## **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 15th day of November 2023.

SAIL CANADA

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

WITNESS (to Sail Can Rep.)

THE ATHLETE

\_\_\_\_\_  
DATE SIGNATURE (Athlete)

WITNESS (to the Athlete)



## APPENDIX "C"

### 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 traveling, 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 jeopardized 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 traveling 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.





## 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 offense.

### 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

Sail Canada Appeal Policy Effective date November 23rd 2022 Initial Approved Date November 22nd 2022 Date last reviewed Archived date Replaces and/or amends Appeal and Dispute Resolution Policy Appendix(-ces) to this Policy Note: The Safe Sport Policy Suite Definitions apply to this policy, please refer to that document for term definitions. Our Safe Sport policies follows the legal practice of capitalized defined terms to assist the reader in identifying that the term has a specific meaning within the policy suite.

Purpose 1. The purpose of this policy is to enable Individuals a fair, expeditious, and affordable Appeal process.

Scope 2. This policy applies to all Individuals.

3. Any Individual who is affected by a decision taken by the Sail Canada Board of Directors, of any Committee of the Board of Directors, or of any entity or Individual who has been delegated authority to make decisions on behalf of Sail Canada or its Board of Directors, including employees of Sail Canada, will have the right to Appeal that decision, provided there are sufficient grounds for the Appeal, as set out in this policy.

4. This Appeal Policy will apply to decisions relating to: a) Eligibility b) Team Selection Decisions (See note below) c) Conflict of Interest d) Membership e) Disciplinary decisions made pursuant to Sail Canada’s relevant and applicable policies. This does not include decisions made by the Office of Sports Integrity Commissioner or related entities as well as decisions made by other sport partners including, but not limited to, Sail Canada Member Organizations. \*\*\*IMPORTANT\*\*\* The appeal process for all Sail Canada High Performance program/National Team decisions and AAP nomination decisions is set out in Appendix A of this Appeal Policy, which sets out specific timelines and procedures that are different from those indicated in this Appeal Policy. It is important to note that the appeal process for Member team selection or funding decisions are not governed by Appendix A and shall be administered by the relevant Member pursuant to this Appeal Policy, applied and modified according to the circumstances.

5. This Appeal Policy will NOT apply to decisions relating to: a) Decisions made by the Office of the Sports Integrity Commissioner or related entities SAIL CANADA 53 Yonge Street Kingston ON, K7M 6G4 [www.sailing.ca](http://www.sailing.ca) 31 b) The Athlete Assistance Program (AAP) policies and procedures established by Sport Canada (or provincial equivalent). c) Infractions for doping offences, which are dealt with pursuant to the Canadian Anti-Doping Program, by the Canadian Centre for Ethics in Sport d) The technical rules of Sail Canada, as set out in the World Sailing Racing Rules of Sailing (RRS) including the Sail Canada Prescriptions to the RRS and associated protests and Appeals. e) 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. f) Policy and procedures established by any other agency external to Sail Canada, including selection criteria and quotas. g) Contractual matters between Sail Canada and Individuals for which another dispute resolution process exists under the provisions of the applicable contract h) Operational matters such as employment matters or matters of operational structure,



budget, staffing, or volunteer leadership opportunities. i) Criminal offences for which the Appellant(s) or Respondent is/are seeking a criminal conviction. j) Settlements negotiated pursuant to the Dispute Resolution Policy Grounds for Appeal

6. An Appeal may be heard only if there are sufficient grounds for the Appeal. Sufficient grounds include: a) Made a decision for which it did not have authority or jurisdiction to make, as set out in Respondent's governing documents. b) Failed to follow its own procedures as set out in the Respondent's governing documents c) Made 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) Made a decision that was grossly unreasonable or unfair.

7. The Appellant must demonstrate that the Respondent has made an error as described above and that the error had, or may reasonably have had, a material effect of the decision or the Respondent. Timing of Appeal

8. Individuals who wish to Appeal a decision will have fourteen (14) days from the date they received notice of the decision, to submit their Appeal document in writing to Sail Canada CEO, who will appoint an Appeal Manager.

9. Any Individual wishing to submit an Appeal document beyond the fourteen (14) day period must provide a written request stating reasons for an exemption to the fourteen (14) day period. An Individual may only do so under exceptional circumstances preventing them from filing their appeal within the time period above. The decisions to allow, or not allow, this exemption to the time period will be at the sole discretion of the Appeal Manager and may not be appealed. Appeal Submission

10. The formal Appeal document that is required to be submitted to commence an Appeal will include: a. Notice of the intention to Appeal SAIL CANADA 53 Yonge Street Kingston ON, K7M 6G4 [www.sailing.ca](http://www.sailing.ca) 32 b. Their contact information c. Name 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 the decision if a written document is not available f. Grounds and detailed reasons for the Appeal g. All evidence that supports these grounds h. Requested remedy or remedies i. An administration fee of two hundred and fifty dollars (\$250), which will be refunded if the Appeal is granted, which may be waived or exempted at the discretion of the Appeal Manager (e.g., in cases of proven financial hardship).

11. The Appeal Manager has an overall responsibility to ensure procedural fairness is respected and to implement the policy in a timely manner. More specifically, the Appeal Manager has a responsibility to: a) Receive the Appeal document. b) Determine if the Appeal lies within the jurisdiction of this Policy. c) Determine if the Appeal is brought in a timely manner. d) Determine if the Appeal is brought on permissible grounds. e) Appoint the Appeal panel to hear appeals. 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 Appeal Panel as required; and i) Provide any other service or support that may be necessary to ensure a fair and timely Appeal proceeding.

12. Upon commencement of the Appeal, the Appeal 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).

13. Notwithstanding any other provision in this Appeal Policy, by agreement between the Parties, the internal appeal process in relation to decisions made by Sail Canada only may be bypassed, and the appeal may be heard directly before the SDRCC. Except where an appeal proceeds before the SDRCC, Sail Canada or the relevant Provincial Sailing Association (as applicable) shall appoint an Appeal Manager and shall follow the process outlined in Sections 21 and following of this Appeal Policy, modified and applied accordingly based on the circumstances. Dispute Resolution

14. Before proceeding further, the Appeal Manager and/or Appeal Panel may suggest, and the Parties may consent, the Appeal to be heard under Sail Canada's Dispute Resolution Policy. Screening of Appeal

15. Within five (5) days of receiving the Appeal, the Appeal Manager will determine whether there are appropriate grounds for the Appeal as set out in this policy. SAIL CANADA 53 Yonge Street Kingston ON, K7M 6G4 [www.sailing.ca](http://www.sailing.ca) 33

16. For purposes of screening the appeal, 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 Appeal Manager, clearly erroneous.

17. If the Appeal is denied on the basis of insufficient grounds, or because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant(s) and the Respondent(s) will be notified in writing without delay of this decision and its reasons.

18. If the Appeal is accepted because it falls under the scope of this Policy, there are sufficient grounds, and it was submitted in a timely manner, the Appellant(s) and the Respondent(s) will be notified in writing without delay of this decision and its reasons. Appeal Panel

19. If the Appeal is accepted, the Appeal Manager will appoint an Appeal Panel. The Panel will be comprised of one Individual, unless the Appeal Manager determines a need to have an Appeal Panel comprised of 3 individuals, in which case one will be appointed chair.

20. When appointing the Appeal Panel, the Appeal Manager must select Individuals who are impartial, free from any real or perceived conflict of interest (and who shall remain so until a final decision has been rendered or the proceedings have otherwise finally terminated), and who do not have any direct relationship with any of the Parties. Although not a strict requirement, the Appeal Manager should attempt to appoint Individuals to the Appeal Panel who have a legal background and who understand dispute resolution. When justified by the circumstances, the Appeal Manager may appoint Individuals to the Appeal Panel who have specific areas of expertise that would assist in resolving the matter. In fulfilling its duties, the Appeal Panel may obtain independent advice. Procedure for Appeal Hearing

21. The Appeal Manager shall notify the Parties that the Appeal will be heard. The Appeal Manager, in collaboration with the Appeal Panel, 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.

22. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.

23. The format of the hearing may involve an oral 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, a hearing based on documentary submissions alone, or a combination of these methods. The



hearing will be governed by the procedures that the Appeal Panel, with the assistance of the Appeal Manager, deem appropriate in the circumstances, provided that: a) The hearing will be held in a timely manner 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 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 SAIL CANADA 53 Yonge Street Kingston ON, K7M 6G4 www.sailing.ca 34 e) The Appeal Panel may request that any other Individual participate and give evidence at an oral 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 a party to the Appeal in question and will be bound by its outcome. h) Any Affected Party shall be permitted to make submissions and file evidence before the Appeal Panel. The Appeal Panel's decision is binding on any Affected Party The decision to uphold or reject the Appeal will be by a majority vote of the Appeal Panel members, except in cases where the Panel consists of a single member. Appeal Decision

24. Within fourteen (14) 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 grant the Appeal, in part or in whole, and refer the matter back to the initial decision-maker for a new decision. c) To grant the Appeal, in part or in whole, 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 assessed against any party. When assessing such costs, the Panel shall consider the outcome of the proceedings, the conduct of the Parties and their respective financial resources.

25. A copy of this written decision will be provided to all of the Parties and to the Appeal Manager and Sail Canada. In extraordinary circumstances, the Panel may issue a verbal decision or a summary written decision, with full written decision to be issued thereafter. Timelines

26. 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 Panel may direct that these timelines be revised. Confidentiality

27. The Appeal process is confidential and involves only the Parties, the Appeal Manager, the Panel, and any independent advisors to the Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information to any person not involved in the proceedings. Any failure to respect the confidentiality requirement may result in disciplinary action being taken against the Individual(s) in accordance with Sail Canada's relevant and applicable policies. Final and Binding SAIL CANADA 53 Yonge Street Kingston ON, K7M 6G4 www.sailing.ca 35

28. The decision of the Panel will be final and binding on the Parties and on all the Association's Individuals, subject to their right to appeal the decision before the SDRCC in accordance with the



Canadian Sport Dispute Resolution Code.

29. No action or legal proceeding will be commenced against Sail Canada or any Individuals in respect of a dispute unless Sail Canada has refused or failed to provide or abide by the dispute resolution process and/or Appeal process as set out in governing documents. Privacy

30. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Sail Canada's Privacy Policy. Sail Canada, or any of its delegates pursuant to this Policy (i.e., Appeal Manager, Appeal Panel), shall comply with Sail Canada's Privacy Policy in the performance of their services under this Policy. SAIL CANADA 53 Yonge Street Kingston ON, K7M 6G4 www.sailing.ca 36 Appendix A – National Team Appeals A: Selection to National Teams

31. Invitation and Selection for National Teams may allow little time for an appeal from a decision to be heard or to give effect to a successful appeal.

32. Before appealing decisions relating to National Teams, Athletes are advised to discuss their concerns with the High Performance Director within forty-eight (48) hours. If discussions with the High Performance Director do not resolve the matter, the appeal will be heard according to the general procedures set out in the Appeal Policy, amended as follows: a. Appeals of team invitation or selection decisions must be sent in writing to the Sail Canada CEO as soon as possible and no later than seventy-two (72) hours of receipt of official notification of the original decision. The CEO must provide the Appeal Manager with the appeal as soon as possible, and no later than twenty-four (24) hours after receiving the appeal. b. Considering the time sensitivity of selection appeals, the appeal panel will provide its decision on team invitation or selection appeals within a time frame that enables a successful appeal to be implemented, and in any case, no later than seventy-two (72) hours of receipt of the written appeal. c. When rendering its decision, the appeal panel may issue a short decision, with reasons to follow.

33. Notwithstanding Section 2 above, by agreement between the Parties, the internal appeal process in relation to decisions made by Sail Canada only may be bypassed, and the appeal may be heard directly before the SDRCC.

34. With respect to appeals regarding National Team invitation or selection decisions, it is important to note that Sections 6-7, 26-38 of the Appeal Policy shall be applied, modified according to the circumstances. Section 25 of the Appeal Policy may also apply if time permits. B: Nomination for AAP Carding

35. Before appealing decisions relating to AAP Carding nomination, Athletes are advised to discuss their concerns with the High Performance Director within twenty-four (24) hours of receipt of official notification of the original decision. Upon receipt of concerns from an Athlete regarding AAP nominations, the High Performance Director shall immediately notify the Sail Canada CEO. If discussions with the High Performance Director do not resolve the matter, the appeal will be heard according to the general procedures set out in this Policy, amended as follows: a. Appeals of AAP carding nomination decisions must be sent in writing to the Sail Canada CEO no later than seventy-two (72) hours of receipt of official notification of the original decision. The Sail Canada CEO must provide the Appeal Manager with the appeal as soon as possible, and no later than 24 hours after receiving the appeal. SAIL CANADA 53 Yonge Street Kingston ON, K7M 6G4 www.sailing.ca b. The appeal panel will provide its decision within a time frame that enables a successful appeal to be implemented, and in any case within



seventy-two (72) hours of receipt of the written appeal. c. When rendering its decision, the appeal panel may issue a short decision, with reasons to follow.

36. Notwithstanding Section 5 above, by agreement between the Parties, the internal appeal process in relation to decisions made by Sail Canada only may be bypassed, and the appeal may be heard directly before the SDRCC. 7. With respect to appeals regarding AAP Carding nomination decisions, it is important to note that Sections 6-7, 26-28 and 30-38 of the Appeal Policy shall be applied, modified according to the circumstances. Section 25 of the Appeal Policy may also apply i

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 offenses, 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 Subsection 4.2 will be at the discretion of the Panel as established 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 Subsection 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:  
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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. Sail Canada Policy; Appeal Process and Dispute Resolution

## 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.