

Alberta Soccer Association Ethics Complaints Policy

Overview

1. Organizational Participants are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with all by-laws, governance requirements, policies, procedures, rules, standards, and regulations of the Alberta Soccer Association (the “ASA”), as updated and amended from time to time (collectively known as the “Governing Documents”).
2. Non-compliance with any of the Organization’s Governing Documents and/or the *Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS)*, as applicable, may result in sanctions pursuant to this policy.

Purpose

3. The purpose of this policy is to set out the processes by which complaints of alleged violations of Alberta Soccer’s Governing Documents and the UCCMS will be dealt with by the ASA.

Definitions

4. Terms in this policy are defined as follows:
 - 4.1 **Abuse-Free Sport (AFS)** – a program created by the SDRCC in accordance with its mandate to establish an independent safe sport mechanism to implement the UCCMS
 - 4.2 **Abuse-Free Sport Participant** – an individual affiliated with Canada Soccer or other Signatory designated by Canada Soccer or other Signatory and who has signed the required consent form. Abuse-Free Sport Participants may include an Athlete, a coach, an official, an Athlete Support Personnel, an employee, a contractual Worker, an administrator, or a volunteer acting on behalf of, or representing a Signatory in any capacity
 - 4.3 **Athlete** – an individual who is an athlete participant in the ASA who is subject to the policies and Governing Documents of the ASA and to the *Code of Conduct and Ethics*

- 4.4 **Athlete Support Personnel** – any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent, or any other person working with, treating, or assisting an Athlete participating in or preparing for sports competition.
- 4.5 **Code** – the ASA Code of Conduct
- 4.6 **Complainant** – anyone who makes a report of an incident, or a suspected incident, of alleged Maltreatment, Prohibited Behaviour or other misconduct that may be a violation of the UCCMS, and/or Governing Documents of the ASA
- 4.7 **Days** – business days
- 4.8 **Discipline Regulations** – regulations established by the ASA to address on-field or field-of-play-related matters, as amended from time to time
- 4.9 **Event** – an event sanctioned by the ASA or one of its Members, and which may include a social event
- 4.10 **External Hearing Panel** – a panel of one or three people who are appointed by the Independent Third Party decide on complaints that are assessed under Process #1 of this policy
- 4.11 **Governing Documents** – all by-laws, governance requirements, policies, procedures, UCCMS, Code of Conduct and Ethical Behavior, rules, standards, and regulations of the ASA
- 4.12 **Harassment** – as defined in the *UCCMS* and/or applicable provincial legislation
- 4.13 **Independent Third Party** – the individual or entity appointed by the ASA to receive reports and complaints, and to fulfill the responsibilities outlined herein, as applicable
- 4.14 **Maltreatment** – as defined in the *UCCMS*
- 4.15 **Member** – as defined in the ASA by-laws
- 4.16 **Minor** – as defined in the *UCCMS*.
- 4.17 **Office of the Sport Integrity Commissioner (OSIC)** – functionally independent division of the SDRCC responsible for administering the UCCMS for purposes of the Abuse-Free Sport program, which specific responsibilities include (i) administering the Complaint Management and the Sport Environment Assessment processes; (ii)

maintaining the Registry; (iii) monitoring organizational compliance by Abuse-Free Sport Signatories and issuing reports as required, and (iv) acting as the central hub for Abuse-Free Sport. This definition shall consider the transfer of OSIC outside the structure of the SDRCC, once the transfer becomes effective.

- 4.18 **Organization** – Alberta Soccer Association
- 4.19 **Organizational Participants** – refers to all categories of Member defined in the by-laws and policies of the ASA and all individuals who are subject to the Governing Documents and Policies of the ASA. This includes all people employed by, contracted by, or engaged in activities with the ASA and its Members including, but not limited to, employees, contractors, Athletes, Athlete Support Personnel, coaches, facilitators, evaluators, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, committee members, and Directors and Officers.
- 4.20 **Parties** – the individuals involved in a complaint/reported incident, normally the complainant and respondent
- 4.21 **Person in Authority** – any Organizational Participant who holds a position of authority including, but not limited to, coaches, instructors, officials, managers, support personnel, chaperones, committee members, or directors and officers
- 4.22 **Power Imbalance** – as defined in the *UCCMS*
- 4.23 **Provisional Suspension** – the Organizational Participant is barred temporarily from participating in any capacity in any Event or activity of the ASA and its Members, or as otherwise decided pursuant to the *Ethics and Complaints Policy*, prior to the decision rendered pursuant to this policy
- 4.24 **Respondent** – the Party who the complaint allegations are about and is expected to respond to the complaint
- 4.25 **Signatories** – *UCCMS* Adopting Organizations (as defined in the *UCCMS*) that have retained the services of the Abuse-Free Sport program for the administration and enforcement of the *UCCMS*, pursuant to an agreement in effect with the SDRCC or its designate.
- 4.26 **UCCMS** – *Universal Code of Conduct to Prevent and Address Maltreatment in Sport*, as amended from time to time by the Sport Dispute Resolution Centre of Canada (“SDRCC”)

4.27 **Vulnerable Participant** – as defined in the UCCMS

Application

5. This policy applies to all Organizational Participant and to any alleged breaches of the Organization's Governing Documents and the UCCMS.
6. Matters involving on-field or field of play related issues must be initially addressed under the Discipline Regulations. However, there is concurrent jurisdiction under the *Ethics Complaints Policy* to consider additional sanctions for an Organizational Participant, even if sanctions have been imposed under the Discipline Regulations.
7. If there are allegations of violations of the UCCMS, a submitted complaint must be referred through the process under this policy for review by the Independent Third Party.
8. Decisions made under the Discipline Regulations are not binding on any designated party under this policy such as the Independent Third Party or External Hearing Panel.
9. In addition to being subject to disciplinary action pursuant to this policy, an employee of the ASA who is a Respondent to a complaint may also be subject to consequences in accordance with the employee's employment agreement or the ASA's human resources policies, if applicable.

Reporting – Abuse-Free Sport Participants

10. If an Organizational Participant of the ASA has been designated as an Abuse-Free Sport Participant by a Signatory, any alleged Maltreatment or Prohibited Behaviour (as those terms are defined in the UCCMS) that occurred or continued during the activities of the ASA must be reported to the OSIC and will be addressed pursuant to the OSIC's policies and procedures.
11. If the ASA's Independent Third Party receives a complaint that they consider would otherwise fall within the above section, they shall refer the matter to the OSIC and notify the individual(s) that made the complaint of such action.

Reporting – Organizational Participants

12. Complaints of alleged breaches of the UCCMS will be made to the Independent Third Party by accessing the portal through the ASA's website.

13. Complaints should be brought as soon as possible and no later than fourteen (14) Days from the occurrence of the incident.
 - 13.1 This timeline can be waived at the sole discretion of the Independent Third Party.
 - 13.2 Any such decision by the Independent Third Party is not subject to appeal.
14. Notwithstanding any provision in this policy, the ASA may, at its discretion, act as the Complainant and initiate the complaint process under the terms of this policy. In such cases, the ASA will identify an individual to represent the ASA.
15. An individual who fears reprisal or who otherwise has sufficient reason to wish to keep their identity confidential may file a complaint anonymously with the Independent Third Party as applicable, and request that their identity be kept confidential. The Independent Third Party may, where it considers appropriate, ask that the ASA act as the Complainant. Organizational Participants making the complaint may nevertheless be required to participate to some extent in the process; for example, providing evidence during the disciplinary process. Their identity will be kept in the strictest confidence, to the greatest extent possible but complete anonymity may not be possible.
 - 15.1 Complaints submitted anonymously will be reviewed by the Independent Third Party. However, given the challenges inherent in addressing anonymous complaints, there is no guarantee that a matter will proceed through the process identified below given the limitations associated with investigating and bringing anonymous complaints forward to a hearing.

Jurisdictional Assessment

16. Incidents that involve allegations of UCCMS violations must be reported to the Independent Third Party.
 - 16.1 The Independent Third Party shall determine the admissibility of such complaints in accordance with the applicable policies.
 - 16.2 If the ASA or a Member receives a complaint that they consider involves allegations of UCCMS violations by an Organizational Participant that falls within the jurisdiction of this policy, they shall refer the matter to the Independent Third Party for their review and notify the individual(s) that made the complaint of such action. However, all allegations related to on-field conduct must be first submitted to the Discipline Committee for consideration under the Discipline Regulations, not through this policy.

16.3 If the Independent Third Party deems it appropriate, they may share relevant information with child protection authorities and law enforcement regarding a complaint without notice to the parties.

Minors

17. Complaints may be brought by or against an Organizational Participant who is a Minor. Minors must have a parent/guardian or other adult serve as their representative during this process.
18. If the Minor's representative is not their parent/guardian, the representative must have written permission to act in such a capacity from the Minor's parent/guardian.
19. Communications from the Independent Third Party, the ASA, or External Hearing Panel (as applicable) must be directed to the Minor's representative.
20. A Minor is not required to attend or participate in an oral hearing, if held, or participate in an investigation if conducted. In such circumstances, no adverse inference can be drawn against the Minor.

Admissibility of the Complaint

21. Upon receipt of a complaint, the Independent Third Party will:
 - a) determine whether the complaint falls within the jurisdiction of this policy and whether it has been submitted within fourteen (14) days of the incident;
 - b) determine jurisdiction of the complaint to determine if it should be managed by the Independent Third Party or referred to the Discipline Committee to be addressed pursuant to the Discipline Regulations;
 - c) determine the appropriate jurisdiction to manage the complaint by considering whether the incident occurred within the business, activities, or Events of the ASA or one of its Members;
 - d) determine whether the complaint is frivolous, vexatious or if it has been made in bad faith¹;

¹ As indicated in the SDRCC's Investigation Guidelines, a reported complaint shall not be characterized as vexatious if the evidence demonstrates that there was a reasonable basis for filing and pursuing it. For a complaint to be considered to have been made in bad faith, the Independent Third Party, must consider

- e) determine if the alleged incident should be investigated pursuant to **Appendix A – Investigation Procedure**; and
- f) choose which process (Process #1 or Process #2, as outlined below) should be followed to hear the matter.

Complaint Process

- 22. There are two different processes that may be used to hear and adjudicate complaints. The Independent Third Party decides which process will be followed at their discretion, and such decision is not appealable:

- 22.1 **Process #1** - the complaint contains allegations of violations of the UCCMS involving Maltreatment, Harassment and Abuse of Power. This includes field of play violations that have been referred to this policy by an authorized body under the Discipline Regulations.

- 22.2 **Process #2** - The complaint contains allegations of violations of the UCCMS other than the behaviours identified above.

- 22.2.1 All matters under Process #2 must be referred to the Discipline Committee for consideration under the Discipline Regulations.

Provisional Measures

- 23. If it is considered appropriate or necessary based on the circumstances, immediate discipline or the imposition of a Provisional Suspension or interim measures may be imposed against any Organizational Participant by the Executive Director of the ASA (or their delegate), after which discipline, or further sanctions may be applied according to this policy.
- 24. If an infraction occurs at a competition, it will be dealt with by the procedures specific to the competition, if applicable. Provisional Suspensions or interim measures may be imposed for the duration of a competition, training, activity, or Event, or as otherwise determined appropriate by the designate (e.g. official, event discipline committee, etc.) or designated ASA staff member. In-competition discipline or sanction imposed by the applicable official or authority does not prevent an Organizational Participant from facing

that it was filed consciously for a dishonest purpose or due to the moral underhandedness of the Complainant and that there was an intention to mislead.

additional disciplinary proceedings under this policy.

25. Notwithstanding the above, the Executive Director of the ASA (or their delegate) may determine that an alleged breach is of such seriousness as to warrant the imposition of a Provisional Suspension of a Respondent pending completion of an investigation, the hearing, the decision of the External Hearing Panel, or a criminal process.
26. Any Respondent against whom a Provisional Suspension or interim measure is imposed may make a request to the External Hearing Panel to have the Provisional Suspension or interim measure lifted. In such circumstances, the ASA shall be provided with an opportunity to make submissions, orally or in writing, regarding the Respondent's request to have their Provisional Suspension lifted. Provisional Suspensions or interim measures shall only be lifted in circumstances where the Respondent establishes that it would be manifestly unfair to maintain the Provisional Suspension or interim measures against them.
27. Any decision not to lift a Provisional Suspension or interim measure shall not be subject to appeal.

Procedural Steps

Procedures for External Hearing Panel if appointed by the Independent Third Party

28. Following the determination that the complaint should be handled under Process #1, the Independent Third Party shall have the following responsibilities:
 - 28.1 If the Independent Third Party determines that the dispute may appropriately be referred to mediation, with the agreement of the Parties, a mediator shall be appointed according to the process set out in **Appendix C**.
 - 28.2 Coordinate all administrative aspects of the process and set reasonable timelines;
 - 28.3 Provide administrative assistance and logistical support to the External Hearing Panel as required, including providing the External Hearing Panel with any information related to previously imposed disciplinary sanctions against the Respondent(s) of the policies of the ASA, Canada Soccer or any Member that had authority over the Respondent; and

- 28.4 Provide any other service or support that may be necessary to ensure a fair and timely proceeding.
29. The Independent Third Party will establish timelines and address the complaint in a timely fashion and in a manner that respects procedural fairness.
30. If the dispute is not fully resolved through mediation, the Independent Third Party, in cooperation with the External Hearing Panel, will then decide the format under which the complaint will be heard.
31. This decision may not be appealed. The format of the hearing may be an oral in-person hearing, an oral hearing by telephone, virtually, or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods.
32. The hearing will be governed by the procedures that the Independent Third Party and the External Hearing Panel deem appropriate for the circumstances. The following procedural directions will apply:
- a) The determination of procedures and timelines, as well as the hearing duration, shall be as expedient and cost-efficient as possible to ensure that costs to the Parties and the ASA are reasonable.
 - b) The Parties will be given appropriate notice of the day, time, and place of the hearing.
 - c) Copies of any written documents which any of the Parties wishes to have the External Hearing Panel consider will be provided to all Parties, through the Independent Third Party, in advance of the hearing and in accordance with the timelines set by the Independent Third Party.
 - d) The Parties may engage a representative, advisor, translator, transcription services or legal counsel at their own expense.
 - e) The External Hearing Panel may request that any other individual participate and give evidence at the hearing.
 - f) If not a Party to the complaint, the ASA will be allowed to attend the hearing as an observer and will be provided with access to any documents submitted.
 - g) With the permission of the External Hearing Panel, the ASA and/or the relevant Member may make submissions at the hearing or may provide the External Hearing

Panel with clarifying information that may be required for the External Hearing Panel to render its decision.

- h) The External Hearing Panel shall allow any evidence at the hearing filed by the Parties and may exclude any evidence that is unduly repetitious or otherwise an abuse of process. The External Hearing Panel shall otherwise apply relevant and applicable evidentiary rules in relation to the admissibility and weight given to evidence filed by the Parties.
 - i) The decision will be by a majority vote of the External Hearing Panel when the Panel consists of more than one person.
33. If the Respondent admits to the alleged breach or acknowledges key facts as alleged, the Respondent may waive the hearing, in which case the External Hearing Panel will determine the appropriate sanction. The External Hearing Panel may still hold a hearing for the purpose of determining an appropriate sanction.
34. The process will still proceed even if a Party chooses not to participate in a hearing.
35. If a decision may affect another Party to the extent that the other Party would have recourse to a complaint or an appeal, that Party will become a Party to the complaint, shall be permitted to participate in the proceedings as determined by the External Hearing Panel, and will be bound by the decision.
36. In fulfilling its duties, the External Hearing Panel may obtain independent advice.

Decision

37. After hearing the matter, the External Hearing Panel will determine whether an alleged breach is substantiated and, if so, the sanctions to be imposed. If the External Hearing Panel considers that an alleged breach is not substantiated, the complaint will be dismissed.
38. Normally within fourteen (14) Days of the conclusion of the hearing, the Independent Third Party will distribute the External Hearing Panel's written decision, with reasons, to the Parties, the ASA, and the relevant Member(s).
39. In extraordinary circumstances, the External Hearing Panel may first issue a verbal or summary decision soon after the conclusion of the hearing, with the full written decision to be issued before the end of the fourteen (14) Day period, or promptly thereafter.

40. The External Hearing Panel's decision will come into effect as of the date that it is rendered, unless decided otherwise by the External Hearing Panel. The External Hearing Panel's decision will apply automatically to the ASA, its Members, and other applicable organizations, in accordance with the *Reciprocation Policy*.
41. Unless the matter involves a Vulnerable Participant, once the appeal deadline in the *Appeal Policy* has expired, the ASA shall publish on their website the outcome of the case, the provision(s) of the relevant policies that have been violated, the name(s) of the Respondent(s) involved and the sanction(s) imposed, if any. If the matter is appealed, the publication provisions in the *Appeal Policy* shall apply. Identifying information regarding Minors or Vulnerable Participants will never be published by the ASA or its Members.
42. If the External Hearing Panel dismisses the complaint, the information referred to in the preceding paragraph may only be published with the Respondent's consent. If the Respondent does not provide such consent, such information will be kept confidential by the Parties, the Independent Third Party, the ASA, and any applicable Member (including the Respondent's club) and shall be retained and discarded in accordance with applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken pursuant to this policy.
43. Other relevant individuals or organizations, including but not limited to, Members, Provincial/Territorial sport organizations, sport clubs, etc., shall be advised of the outcome of any decisions rendered in accordance with this policy.
44. Records of all decisions will be maintained by the ASA in accordance with their *Privacy Policy*.
45. When the External Hearing Panel imposes a sanction, the decision shall include, at a minimum, the following details:
 - a) jurisdiction;
 - b) summary of the facts and relevant evidence;
 - c) where applicable, the specific provision(s) of the Organization's policies, by-laws, rules, or regulations that have been breached;
 - d) which Party or organization is responsible for the costs of implementing any sanction;
 - e) which organization is responsible for monitoring that the sanctioned individual respects the terms of the sanction;

- f) any reinstatement conditions that the Respondent must satisfy (if any);
 - g) which Organization is responsible for ensuring that the conditions have been satisfied; and
 - h) any other guidance that will assist the Parties to implement the External Hearing Panel's decision.
46. If necessary, a Party (or the ASA that is responsible for implementing or monitoring a sanction) may seek clarification from the External Hearing Panel regarding the sanction order so that it can be implemented or monitored appropriately.

Sanctions

47. When determining the appropriate sanction, the External Hearing Panel, as applicable, will consider the following factors (where applicable):
- a) the nature and duration of the Respondent's relationship with the Complainant, including whether there is a power imbalance;
 - b) the Respondent's prior history and any pattern of misconduct, Prohibited Behaviour or Maltreatment;
 - c) the respective ages of the individuals involved;
 - d) whether the Respondent poses an ongoing and/or potential threat to the safety of others;
 - e) the Respondent's voluntary admission of the offense(s), acceptance of responsibility for the misconduct, Prohibited Behaviour or Maltreatment, and/or cooperation in the investigative and/or disciplinary process of the ASA;
 - f) real or perceived impact of the incident on the Complainant, sport organization or the sporting community;
 - g) circumstances specific to the Respondent being sanctioned (e.g. lack of appropriate knowledge or training regarding the requirements in the Code; addiction; disability; illness);

- h) whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;
 - i) whether a Respondent who is in a position of trust, intimate contact, or high-impact decision- making may face more serious sanctions; and/or
 - j) other mitigating or aggravating circumstances.
48. Progressive discipline is not required, and a single incident of Prohibited Behaviour, Maltreatment, or other misconduct may justify elevated or combined sanctions.
49. The External Hearing Panel, as applicable, may apply the following disciplinary sanctions, singularly or in combination:
- a) A verbal reprimand or an official written notice that an Organizational Participant has violated the Code and that more severe sanctions will result should the Organizational Participant commit other violations.
 - b) The requirement that an Organizational Participant undertake specified educational or similar remedial measures to address the infraction.
 - c) A specified amount of time within which certain terms and conditions must be met by the Organizational Participant, such as remaining in good standing. Should any further violations of the Code or the UCCMS occur during the probationary period, this may result in additional disciplinary measures, including, without limitation, a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements during the specified period.
 - d) Suspension, either for a set time or until further notice, from participation, in any capacity, in any program, activity, Event, or competition sponsored by, sanctioned by, or under the auspices of the ASA. A suspended Participant may be eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the Organizational Participant satisfying specific conditions noted at the time of suspension.
 - e) Restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions.
 - f) Ineligibility to participate in any capacity in any program, activity, Event, or competition sponsored by, organized by, or under the auspices of the ASA.

- g) Other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate.
50. The External Hearing Panel, as applicable, may apply the following presumptive sanctions which are presumed to be fair and appropriate for the listed Maltreatment:
- a) Sexual Maltreatment involving a Minor Complainant, or a Complainant who was a Minor at the time of the incidents complained of, shall carry a presumptive sanction of permanent ineligibility.
 - b) Sexual Maltreatment, Physical Maltreatment with contact, and Maltreatment related to interference or manipulation of process shall carry a presumptive sanction of either a period of suspension or eligibility restrictions.
 - c) While a Respondent has pending charges or allegations of a crime against a person, if justified by the seriousness of the offence, the presumptive sanction shall be a period of suspension until a final determination is made by the applicable process.
51. An Organizational Participant's conviction for certain *Criminal Code* offenses involving harmful conduct shall carry a presumptive sanction of permanent ineligibility from participating with the ASA. Such *Criminal Code* offences may include, but are not limited to:
- a) any child pornography offences;
 - b) any sexual offences; and/or
 - c) any offence of physical violence.
52. Failure to comply with a sanction as determined by the External Hearing Panel will result in an automatic suspension until such time as compliance occurs.

Appeals

53. The decision of the External Hearing Panel, as applicable, may be appealed in accordance with the *Appeal Policy*.

Confidentiality

54. The disciplinary process is confidential and involves only the ASA, the Organizational Participant (where applicable), the Parties, the Independent Third Party, the External Hearing Panel (as appropriate), any witnesses called during an investigation or hearing (as applicable) and any independent advisors to the External Hearing Panel.
55. None of the Parties (including their representatives) or witnesses or organizations referred to in the preceding paragraph will disclose confidential information relating to the complaint or a sanction to any person not involved in the proceedings, unless the ASA is required to notify an organization such as an international federation, Sport Canada or other sport organization (i.e., where a Provisional Suspension or interim measures have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.
56. Any failure to respect the confidentiality requirement may result in further sanctions or discipline by the External Hearing Panel (as applicable).

Timelines

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

Privacy

58. The collection, use and disclosure of any personal information pursuant to this policy is subject to the Organization's *Privacy Policy*.
59. The ASA, its Members, or any of their delegates pursuant to this policy (i.e., Independent Third Party, External Hearing Panel), shall comply with the Organization's *Privacy Policy* (or, in the case of a Member, the Member's *Privacy Policy*) in the performance of their services under this policy.



Appendix A – Investigation Procedure

Determination

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

Investigation

2. If the Independent Third Party considers that an investigation is necessary, they will appoint an investigator. The investigator must be an independent third-party with experience in investigating. The investigator must not be in a conflict-of-interest situation and should have no connection to either Party.
3. Provincial legislation related to workplace harassment may apply to the investigation if Harassment was directed toward a worker in a workplace. The investigator should review workplace safety legislation, the organization's policies for human resources, and/or consult independent experts to determine whether legislation applies to the complaint.
4. The investigation may take any form as decided by the Investigator, guided by any applicable Federal or Provincial legislation. The investigation may include:
 - a) interview(s) with the Complainant;
 - b) statements of fact (from the Complainant's perspective) prepared by investigator, acknowledged by the Complainant, and provided to the Respondent;
 - c) interview(s) with the Respondent;
 - d) witness interviews; and
 - e) statements of fact (from the Respondent's perspective) prepared by investigator, acknowledged by the Respondent, and provided to the Complainant.



Investigator's Report

5. Upon completion of their investigation, the investigator shall prepare a written report that shall include a summary of evidence from the Parties and any witnesses interviewed. The report shall also include a non-binding recommendation from the investigator regarding whether an allegation or, where there are several allegations, which allegations, should be heard by an External Hearing Panel pursuant to the ASA's *Ethics Complaint Policy* on the grounds that they constitute a likely breach of the applicable conduct standard, the UCCMS or any other relevant and applicable ASA policy.
6. The investigator may also make non-binding recommendations regarding the appropriate next steps (i.e., mediation, disciplinary procedures, further review, or investigation).
7. The investigator's report will be provided to the Independent Third Party who will disclose it, at their discretion, all or part of the investigation to the ASA and the relevant Members (if applicable). The Independent Third Party may also disclose the investigator's report – or a redacted version to protect the identity of witnesses – to the Parties, at their discretion, with any necessary redactions. Alternatively, and only if necessary, other relevant Parties may be provided with an executive summary of the investigator's findings by the Independent Third Party.
8. Should the investigator find that there are possible Criminal Code offences, the investigator shall advise the Parties, the ASA and, where applicable, the Member, and the matter shall be referred by the Independent Third Party to the police.
9. The Investigator must also inform the ASA or the Member (as applicable) of any findings of criminal activity. The ASA or the Member (as applicable) may decide whether to report such findings to police but is required to inform police if there are findings related to the trafficking of prohibited substances or methods (as indicated in the version of the World Anti-Doping Agency's Prohibited List currently in force), any sexual crime involving Minors, fraud against the ASA or any Member(s) (as applicable), or other offences where the lack of reporting would bring the ASA or the Member (as applicable) into disrepute.



Reprisal and Retaliation

10. Any Organizational Participant against whom a complaint has submitted to the Independent Third Party by an Organizational Participant, or which Organizational Participant gives evidence in an investigation are strictly prohibited from engaging in reprisal or retaliation.
11. Any such conduct may constitute Prohibited Behaviour be subject to disciplinary proceedings pursuant to the ASA's *Ethics Complaint Policy*.

False Allegations

12. An Organizational Participant who submits allegations that the Investigator determines to be frivolous, vexatious, or otherwise for the purpose of retribution, retaliation or reprisal may be subject to a complaint pursuant to the ASA's *Ethics Complaint Policy* and may be required to pay for the costs of any investigation that comes to this conclusion. The investigator may recommend to the ASA or the Member (as applicable) that the Organizational Participant be required to pay for the costs of any investigation that comes to this conclusion.
13. Any Organizational Participant who is liable to pay for such costs shall be automatically deemed to be not in good standing until the costs are paid in full and shall be prohibited from participating in any ASA or applicable Member Events, activities, or business. The ASA, any applicable Member(s), or the Organizational Participant against whom the allegations were submitted may act as the Complainant with respect to making a complaint pursuant to this Section.

Confidentiality

14. The Investigator will make reasonable efforts to conduct the investigation in the strictest confidence. The ASA and its Members recognizes that maintaining complete anonymity for some or all Organizational Participants involved in an investigation may not be feasible. The investigator must inform any witness or participant in the investigation of this limitation.

Privacy

15. The collection, use and disclosure of any personal information pursuant to this Procedure is subject to the ASA's *Privacy Policy*.
16. The ASA, its Members, or any of their delegates pursuant to this Procedure (i.e.,



Independent Third Party, External Hearing Panel), shall comply with the Organization's *Privacy Policy* (or, in the case if a Member, the Member's *Privacy Policy*) in the performance of their services under this policy.



APPENDIX B - Publication Guidelines

1. Subject to ASA's *Ethics Complaint Policy*, sanctions imposed by an External Discipline Panel will be considered a matter of public record, subject to the restrictions set out below.
2. Publication of sanctions will not take place until the disciplinary process undertaken by the ASA is complete, or appeal period, as the case may be.
3. Publication means the communication of information by making it known or accessible to the public through any means, including print, telecommunication, or electronic means.
4. Notification means providing a written copy of any disciplinary decision to an organization as required by the *Reciprocation Policy*. Parties who receive a copy of a disciplinary decision may not publicly disclose this information, except as reasonably necessary to implement the terms of the decision and any sanction.
5. After receiving a copy of a disciplinary decision, the ASA will, unless otherwise directed by the External Discipline Panel, make a summary and any sanctions imposed publicly available on their website or by any other means, such as social media channels, deemed appropriate by the ASA. This summary will include the name of the Respondent(s), the nature of the breach or breaches, the policies, bylaws, rules, or regulations that have been breached, the outcome and any sanction imposed, as well as the date of decision.
6. Information related to sanctions will be posted in accordance with the following:
 - a) Where a sanction is imposed for a set period where an Organizational Participant is restricted in their involvement with the sanctioned activities of the ASA, such as a suspension or a probationary period, the sanction information will be posted for the duration of the sanction. It will be removed at once the identified time has passed plus two years.
 - b) Where a sanction involves a verbal or written warning or other reprimand, the sanction information will be posted for two years.
 - c) If a sanction involves a period of ineligibility, the sanction information will be posted for the period of ineligibility plus two years, except in the case of a sanction of permanent ineligibility. A sanction of permanent ineligibility will be posted indefinitely.
 - d) If a sanction is conditional on the completion of training, education or other conditions, the sanction information will be posted until the Organizational Participant has completed the required conditions to the satisfaction of ASA, plus two years.



- e) All publications shall take place following the completion of the complaint process. In exceptional circumstances, publication will take place to protect the public and/or if the integrity of the ASA will be affected by not publishing the sanction information .
 - f) The publishing of interim suspensions and/or provisional measures will only take place in exceptional circumstances described above in subsection (e).
 - g) Publication bans are standard while a complaint is in progress with the ASA. All information except for information already publicly available or released is subject to a publication ban and kept confidential until the process is completed.
7. The ASA will remove any confidential or sensitive material from the sanction information, including any identifying information about Organizational Participants or other individuals named, unless these Organizational Participants are subject to a sanction and/or discipline.
 8. Identifying information regarding Minor or Vulnerable Organizational Participants will never be published by the ASA.
 9. Disciplinary decisions involving sanctions imposed by the OSIC will be published according to the guidelines established by the OSIC.
 10. Nothing in the above prohibits the ASA from notifying relevant sport organizations of any disciplinary decision imposing a sanction and/or discipline on an Organizational Participant, including Minor or Vulnerable Organizational Participant, as required by the *Reciprocation Policy*. If a Minor or Vulnerable Organizational Participant is sanctioned and/or disciplined under a disciplinary decision, any organization who receives notification of this disciplinary decision must keep the decision confidential, except as reasonably necessary to implement the terms of the disciplinary decision. The summary and sanction information are not confidential unless otherwise ordered.
 11. Records of all decisions will be maintained by the ASA in accordance with the Privacy Policy.

Appendix C

Alternative Dispute Resolution Procedure

Purpose



1. The ASA supports the principles of Alternative Dispute Resolution (“ADR”) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes.
2. ADR also avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
3. The ASA encourages all Organizational Participants to communicate openly, and to collaborate and use problem-solving and negotiation techniques to resolve their differences. The ASA believes that negotiated settlements are most often preferable to arbitrated outcomes.
4. Negotiated resolutions to disputes with and among Organizational Participants are strongly encouraged.

Application of this Policy

5. This policy applies to all Organizational Participants.
6. Opportunities for ADR may be pursued at any point in a complaint under Process #1 when all Parties to the dispute agree that such a course of action would be mutually beneficial.

Facilitation and Mediation

7. If all parties to a dispute agree to ADR, a mediator shall be appointed to mediate the dispute.
8. The mediator shall decide the format under which the dispute shall be mediated and may, if they consider it appropriate, specify a deadline before which the parties must reach a negotiated decision.
9. Should a negotiated settlement be reached, the settlement shall be reported to the ASA for before execution. The ASA may approve, reject, or propose amendments, with reasons, to a negotiated settlement for any requirements that involve an action by the ASA.
10. Any decision by the ASA to approve, reject, or propose amendments to a negotiated settlement may not be appealed.
11. A non-disclosure agreement (NDA) or any other confidentiality provision entered as part of a negotiated settlement may not prevent the publication by the ASA or other applicable



sport organization of sanctions on registries such as the Participant Abuse-Free Sport Sanctions Registry or Soccer Canada database. NDAs may not be entered into if a complaint involves allegations of Sexual Maltreatment, Grooming and Boundary Transgressions unless such an agreement:

- a) is the expressed wish and preference of the Complainant(s);
 - b) includes an opportunity for the Complainant(s) to decide to waive their own confidentiality in the future and the process for doing so;
 - c) aligns with the principles of the UCCMS;
 - d) is of a set and limited duration; and
 - e) does not adversely affect:
 - i. the health or safety of a third party, or
 - ii. the public interest
12. Any NDA in a Complaint involving allegations of Sexual Maltreatment, Grooming and Boundary Transgressions must be reviewed and approved by the mediator. The mediator may, at their sole discretion, approve, reject, or propose amendments to an NDA. Any decision by the mediator to approve, reject, or propose amendments to an NDA may not be appealed.
13. Any actions that are to take place as a result of the settlement shall be completed in accordance with the timelines specified by the negotiated settlement, pending approval.
14. Should a negotiated settlement not be reached by the deadline specified by the mediator or facilitator at the start of the process (if set), or if the parties to the dispute do not agree to ADR, the dispute shall be considered under the appropriate section of the *ASA Ethics Complaints Policy* or *Appeal Policy*, as applicable.

Final and Binding

15. Any negotiated settlement will be binding on the parties.
16. Negotiated settlements may not be appealed.



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