Northwest Territories Karate Association

SPORT INTEGRITY POLICY SUITE

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Northwest Territories Karate Association
Statement on Safe Sport

Northwest Territories Karate Association ("NWTKA") has a fundamental obligation and responsibility to protect the health, safety and physical and mental well-being of every individual that is involved in the karate community.

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

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

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

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

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

a) All participants in sport can expect to play, practice, and compete, work, and interact in an environment free from misconduct and *Prohibited Behaviour*.

b) Addressing the causes and consequences of misconduct and *Prohibited Behaviour* is a collective responsibility and requires the deliberate efforts of all participants, broader sport community, sport club administrators and organization leaders.

c) Participants in positions of trust and authority have the general responsibility to protect the health and well-being of all other participants.

d) Adult participants have a specific ethical and statutory duty and the additional responsibility to respond to incidents of misconduct and *Prohibited Behaviour* involving *Minor*s and other *Vulnerable Registrants*.

e) All participants recognize that misconduct and *Prohibited Behaviour* can occur regardless of age, sex, sexual orientation, gender identity or expression, race, ethnicity, Indigenous status, or level of physical and intellectual disability and their intersections. Moreover, it is recognized that those from traditionally marginalized

groups have increased vulnerability to experiences of misconduct and *Prohibited Behaviour*.

f) All participants recognize that individuals who have experienced misconduct and *Prohibited Behaviour* may experience a range of effects that may emerge at different time points and that can profoundly affect their lives.

g) All adults working with children and youth have a duty to prevent or mitigate opportunities for misconduct and *Prohibited Behaviour*.

h) Individuals affiliated with NWTKA may be required to complete appropriate mandatory training on preventing and addressing *Harassment* and abuse.

i) In recognition of the historic vulnerability to discrimination and violence amongst some groups, which persists today, participants in positions of trust and authority have a duty to incorporate strategies to recognize systemic bias, unconscious bias, and to respond quickly and effectively to discriminatory practices.

Definitions

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

a) ***Affected Party***[1] – any individual or entity, as determined by the *Appeal Manager*, who may be affected by a decision rendered under the *Appeal Policy* and who may have recourse to an appeal in their own right.

b) ***Alternative Dispute Resolution (ADR)*** – a voluntary and flexible process for addressing disputes outside of formal adjudication, and can include a variety of methods, such as mediation or facilitated conversations. The process may lead to a settlement agreement and is intended to reduce the uncertainty, costs, and other challenges associated with investigations, hearings, and appeals.

c) ***Appeal Manager*** – an individual, who may be any staff member, committee member, volunteer, director, or an independent party, who is appointed to oversee the *Appeal Policy*. The *Appeal Manager* will have responsibilities that include using decision-making authority under the *Appeal Policy.* This individual must not have had any prior involvement with the matter under appeal or have a direct relationship with any of the *Parties*.

d) ***Appellant*** – the *Party* appealing a decision.

e) ***Athlete*** – an individual who is an *Athlete* participant in NWTKA who is subject to the by-laws and policies of NWTKA.

f) ***Athlete Support Personnel*** – any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent, or any other person working with, treating, or assisting an *Athlete* participating in or preparing for sports competition with NWTKA.

g) ***Bullying*** – offensive behaviour and/or abusive treatment of a *Registrant* that typically, but not always, involves an abuse of power.

h) ***Canadian Safe Sport Program*** (*CSSP*) – program created by the *SIC* in accordance with its mandate to independently administer and enforce the *UCCMS* for *CSSP Sport Organizations* as defined in the *CSSP* Rules.

i) ***Code*** – the *Code of Conduct and Ethics.*

j) ***Commercial Activity*** – any particular transaction, act or conduct that is of a commercial character.

[1] Throughout this document, a word or expression in the singular includes the plural, and a word or expression in the plural includes the singular.

k) ***Complainant*** – an individual who makes a report of an incident, or a suspected incident, of alleged *Maltreatment*, *Prohibited Behaviour* or other misconduct that may be a violation of the standards described in NWTKA's policies, by-laws, rules or regulations, including the *UCCMS*.

l) ***Criminal Record Check (CRC)*** – a search of the RCMP Canadian Police Information Centre (CPIC) system for adult convictions.

m) ***CSSP Consent Form*** – an agreement regarding the administration and enforcement of the *UCCMS* and *CSSP* Rules that must be signed by every *CSSP Participant* subject to the *CSSP* as a condition for participation with the *CSSP Sport Organization*. It is in force at any time (including without limitation, pursuant to consent provided during a previously signed agreement between a signatory to the Abuse-Free Sport Program and the *SDRCC*).

n) ***CSSP Participant*** – an individual affiliated with a *CSSP Sport Organization*, has been defined by the *CSSP* Rules and is therefore subject to the *CSSP* Rules. *CSSP Participants* may include an *Athlete*, a coach, a board member, an official, an *Athlete Support Personnel*, an employee, a *Worker*, an administrator, or a volunteer acting on behalf of, or representing a *CSSP Sport Organization* in any capacity.

o) ***CSSP Sport Organization*** – a national level sport organization that has adopted the *CSSP* and has retained the services of the *SIC* for the *CSSP*.

p) ***Day*** – calendar *day.*[2]

q) ***Designated Person*** – refers to a person/people designated by NWTKA's removal-from-sport protocol and by its *Return-to-Sport* protocol for the purposes of fulfilling various duties indicated in the *Concussion Policy*. The *Designated Person(s)* is/are responsible for ensuring that:

i. an *Athlete* is immediately removed from further training, practice or competition if the *Athlete* is suspected of having sustained a *Concussion*;

ii. if the *Athlete* is under 18 years of age or such other age as may be prescribed, the parent of guardian is informed of the removal;

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

iii. such persons or entities as may be prescribed are informed of the removal; and

iv. once removed, the *Athlete* is not permitted to return to training, practice or competition, except in accordance with NWTKA's *Return-to-Sport* protocol.

r) ***Dispute Resolution Officer*** – a panel of one (1) or three (3) people who are appointed by the *Independent Third Party* to decide on complaints that are assessed under Process #2 of the *Sport Integrity and Complaints Policy*.

s) ***Diversity*** – the presence and integration of a variety of individuals with different personal characteristics, particularly *Under-Represented Groups*, in a group or organization.

t) ***Enhanced Police Information Check (E-PIC)*** – a *Criminal Record Check* plus a search of *Local Police Information*.

u) ***Equity*** – fairness afforded to individuals with diverse personal characteristics regardless of those characteristics.

v) ***Sanctioned Event*** – a *Sanctioned Event* sanctioned by NWTKA or a *Member*, and which may include a social *Sanctioned Event*.

w) ***Fair Play Officer*** – an individual appointed by NWTKA or the *Independent Third Party* to decide on complaints that are assessed under the Fair Play Process of the *Sport Integrity and Complaints Policy*. The *Fair Play Officer* may be a director, head coach, staff member, or other individual affiliated with NWTKA but must not be in a conflict of interest or have a direct relationship with any of the *Parties*.

x) ***Harass* or *Harassment*** – in addition to the definitions under the *UCCMS*, to *Harass* or *Harassment* is a course of vexatious comments or conduct against a *Registrant* or group, which is known or ought reasonably to be known, to be unwelcome. *Harassing* behaviours may also be misconduct. Types of behaviour that constitute *Harassment* include, but are not limited to:

i. written or verbal abuse, threats, or outbursts;

ii. the display of visual material which is offensive or which one ought to know is offensive;

iii. unwelcome remarks, jokes, comments, innuendo, or taunts;

iv. leering or other suggestive or obscene gestures;

v. condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;

vi. practical jokes which cause awkwardness or embarrassment, endanger a person's safety, or negatively affect performance;

vii. any form of hazing;

viii. unwanted physical contact, including, but not limited to, touching, petting, pinching, or kissing;

ix. unwelcome sexual flirtations, advances, requests, or invitations;

x. physical or sexual assault;

xi. behaviours such as those described above that are not directed towards a specific individual or group but have the same effect of creating a negative or hostile environment; and/or

xii. retaliation or threats of retaliation against an individual who reports *Harassment*.

y) ***Inclusion*** – acceptance of individuals with diverse personal characteristics into a group or organization regardless of those characteristics.

z) ***Independent Third Party*** – the individual or entity retained by NWTKA to receive reports and complaints, and to fulfill the identified responsibilities outlined in the *Sport Integrity and Complaints Policy* and *Appeal Policy*, as applicable. This individual must not be in a real or perceived conflict of interest or have a direct relationship with any of the *Parties*.

aa) ***Interpersonal Communication*** – communication that occurs between two or more *Registrants* within a communication medium.

bb) ***IP Address*** – a numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.

cc) ***Local Police Information (LPI)*** – additional conviction and selected non-conviction information in national and local police data sources which may be relevant to the position sought.

dd) ***Maltreatment*** – as defined in the *UCCMS*.

ee) ***Member*** – refers to the organizations that are admitted as *Members* of NWTKA per its by-laws.

ff) ***Minor*** – as defined in the *UCCMS*.

gg) ***Minor Athlete*** – an individual who is an *Athlete* Participant in NWTKA who is subject to the policies of NWTKA who is under the age of 19 years old.

hh) ***Registrant*** – refers to all categories of individual *Members* and/or registrants defined in the by-laws of NWTKA who are subject to the policies, rules and regulations of NWTKA, as well as all persons employed by, contracted by, or engaged in activities with NWTKA, including, but not limited to, employees, contractors, *Athletes*, coaches, instructors, officials, volunteers, judges, *Athlete Support Personnel*, managers, administrators, parents or guardians, spectators, committee members, or directors and officers.

ii) ***Other Individual Subject to the CSSP*** – an individual who is not defined as a *CSSP Participant* and is otherwise subject to the *CSSP* according to the *CSSP* Rules.

jj) ***Party* or *Parties*** – the individual(s) or entities, including an *Affected Party*, involved in a dispute.

kk) ***Person in Authority*** – any *Registrant* who holds a position of authority within NWTKA, including, but not limited to, coaches, instructors, officials, managers, *Athlete Support Personnel*, chaperones, committee members, or directors and officers.

ll) ***Personal Information*** – any information about an individual that relates to the person's personal characteristics, including, but not limited to, gender, age, income, home address or phone number, ethnic background, family status, health history, and health conditions.

mm) ***Power Imbalance*** – as defined in the *UCCMS*.

nn) ***Prohibited Behaviour*** – as defined in the *UCCMS*.

oo) ***Provisional Measure*** – means that the *Registrant* is barred on an interim basis from participating in any *Sanctioned Event* or activity of NWTKA and its *Members* in any capacity, or as otherwise restricted in their ability to participate in sanctioned activities pursuant to the *Sport Integrity Complaints Policy*.

pp) ***Public Communication*** – communication that is or was posted publicly, such as on a *Registrant*'s *Social Media* platform.

qq) ***Representative*** – *Members*, directors, officers, committee members, employees, *Athletes*, coaches, officials, sport assistants, managers, trainers, volunteers, administrators, and contractors within NWTKA.

rr) ***Respondent*** – the *Party* responding to the complaint or an appeal, as applicable.

ss) ***Responsible Coaching Movement*** – a call to action for sport organizations, parents,

and coaches to enact responsible coaching across Canada – on and off the field (https://coach.ca/responsible-coaching-movement).

tt) ***Sport Integrity Canada*** (*SIC*) – the independent, national, not-for-profit, multi-sport organization with a focus on the integrity issues of safe sport, anti-doping, and competition manipulation, including the *CSSP* for all *CSSP Sport Organizations* at the national level that adopt the *CSSP*.

uu) ***SDRCC*** – Sport Dispute Resolution Centre of Canada.

vv) ***Social Media*** – the catch-all term that is applied broadly to new computer-mediated communication media such as, but not limited to, blogs, Bluesky, YouTube, Facebook, Instagram, Threads, Tumblr, TikTok, Snapchat, Reddit and X/Twitter.

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

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

yy) ***Vulnerable Participant*** or ***Vulnerable Registrant*** – as defined in the *UCCMS*.

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

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

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

ccc) ***Workplace Harassment*** – a course of vexatious comment or conduct against a *Registrant* in a *Workplace* that is known or ought reasonably to be known to be unwelcome. *Workplace Harassment* should not be confused with legitimate, reasonable management actions that are part of the normal work/training function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for *Workplace* infractions.

ddd) ***Workplace Violence*** – the use of or threat of physical force by a person against a *Worker* in a *Workplace* that causes or could cause physical injury to the *Worker*; an attempt to exercise physical force against a *Worker* in a *Workplace* that could cause physical injury to the *Worker*; or a statement or behaviour that it is reasonable for a *Worker* to interpret as a threat to exercise physical force against the *Worker* in a *Workplace* that could cause physical injury to the *Worker*.

Code of Conduct and Ethics

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

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

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

Purpose

1. The purpose of the *Code* is to ensure a safe and positive environment within the programs, business, activities, and *Sanctioned Events* of NWTKA by making all *Registrants* aware that there is an expectation, at all times, of appropriate behaviour consistent with NWTKA's core values, mission, and policies.

2. NWTKA, its *Members* and its *Registrants* support equal opportunity, prohibit discriminatory practices, and are committed to providing an environment in which all individuals can safely participate in sport and are treated with respect and fairness.

Application – General

3. The *Code* applies to any *Registrant's* conduct during the programs, business, activities, and *Sanctioned Events* of NWTKA, including, but not limited to, competitions, practices, evaluations, treatment, or consultations (e.g., massage therapy), training camps, travel associated with organizational activities, the office environment, and any meetings.

4. The *Code* also applies to *Registrants*' conduct outside of the programs, business, activities, and *Sanctioned Events* of NWTKA when such conduct adversely affects NWTKA's relationships (and the work and sport environment) or is detrimental to the image and reputation of NWTKA. Such applicability will be determined by NWTKA at its sole discretion.

5. In addition, the *Code* will apply to incidents that occur when the *Registrants* involved interact due to their mutual involvement in the sport or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the *Registrant(s)*.

6. The *Code* applies to *Registrants* active in the sport or who have retired from the sport where any claim regarding a potential breach of the *Code* occurred when the *Registrants* were active in the sport.

Kobudo

7. No weapon that is a prohibited weapon pursuant to the Criminal Code of Canada may be used in competition at any NWTKA *Sanctioned Sanctioned Event*.

Prohibited Behaviours

8. All *Registrants* must refrain from any behaviour that constitutes a *Prohibited Behaviour* as defined by the *UCCMS* and the *Code*.

9. *Registrants* are responsible for knowing what actions or behaviours constitute *Prohibited Behaviours* and *Maltreatment*.

10. *Prohibited Behaviours* under the *UCCMS* include, but are not limited to:

    a) Physical Maltreatment
    b) Psychological Maltreatment
    c) Neglect
    d) Sexual Maltreatment
    e) Grooming
    f) Boundary Transgressions
    g) Discrimination
    h) Subjecting to the Risk of Maltreatment
    i) Failing to Report
    j) Aiding and Abetting
    k) Retaliation
    l) Interference with or Manipulation of Process
    m) False Report

11. In addition to the *Prohibited Behaviours* as defined by the *UCCMS*, this *Code* sets out other expected standards of behaviour and conduct for all *Registrants*, and any failure to respect these expected standards of behaviour by a *Registrant*, may constitute a breach of the *Code*. In addition, the following behaviours also constitute breaches of the *Code*:

    a) *Bullying*
    b) *Harassment*
    c) *Workplace Harassment*
    d) *Workplace Violence*

Responsibilities of all *Registrant*s

12. All *Registrants* have a responsibility to:

a) refrain from any behaviour that constitutes misconduct under the *Code*, including *Prohibited Behaviour* in the *UCCMS,* as well as misconduct under other conduct policies established by NWTKA;

b) maintain and enhance the dignity and self-esteem of other *Registrants* by:

   i. treating each other with the highest standards of respect and integrity;

   ii. focusing comments or criticism appropriately and avoiding public criticism of *Athletes*, coaches, officials, organizers, volunteers, employees, or other *Registrants*;

   iii. consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;

   iv. consistently treating individuals fairly and reasonably; and

   v. ensuring adherence to the rules of the sport and the spirit of those rules.

c) refrain from the use of power or authority to coerce another person to engage in inappropriate activities;

d) refrain from consuming tobacco products, cannabis, or recreational drugs while participating in the programs, activities, competitions, or *Sanctioned Events* of NWTKA;

e) in the case of *Minors*, not consume alcohol, tobacco, or cannabis at any competition or *Sanctioned Event*;

f) in the case of individuals who are not *Minors*, not consume alcohol or cannabis in the *Workplace* or in any situation associated with the *Sanctioned Events* of NWTKA (subject to protections under applicable human rights legislation), not consume alcohol or cannabis during training, competitions, or in situations where *Minor*s are present, and take reasonable steps to manage the responsible consumption of alcohol and cannabis in adult-oriented social situations;

g) when driving a vehicle:

   i. have a valid driver's license;

   ii. obey traffic laws;

   iii. not be under the influence of alcohol or illegal drugs or substances;

   iv. have valid car insurance; and

   v. refrain from engaging in any activity that would constitute distracted driving.

h) respect the property of others and not wilfully cause damage;

i) promote sport in the most constructive and positive manner possible;

j) refrain from engaging in deliberate behaviour which is intended to manipulate the outcome of a competition, and/or not offer, receive or refrain from offering or receiving any benefit which is intended to manipulate the outcome of a competition. A benefit includes the direct or indirect receipt of money or anything else of value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages;

k) refrain from engaging in deliberate behaviour which is intended to manipulate the outcome of a para-classification and/or not offer, receive or refrain from offering or receiving any benefit which is intended to manipulate the outcome of a para-classification. A benefit includes the direct or indirect receipt of money or anything else of value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages;

l) adhere to all applicable federal, provincial/territorial, municipal and host country laws; and

m) comply, at all times, with the by-laws, policies, procedures, and rules and regulations of NWTKA, its *Members* and those of any other sport organization with authority over the *Registrants*, as applicable and as adopted and amended from time to time.

n) Report any health or fitness-related problems in a timely fashion, where such problems may limit the *Athlete's* ability to travel, train, compete or, in the case of carded *Athletes*, interfere with the *Athlete's* ability to fulfill requirements under the Athlete Assistance Program;

o) Participate in all competitions, events, activities or projects to which the *Athlete* has made a commitment; and

p) Adhere to NWTKA rules regarding advertising, clothing and logos.

Directors, Committee Members, and Employees

13. In addition to section 11 (above), directors, committee members, and employees of NWTKA have additional responsibilities to:

a) function primarily as a director, committee member or staff member of NWTKA (as applicable) and ensure to prioritize their loyalty to NWTKA (and not to any other organization or group) while acting in this role. Certain obligations of directors, such as confidentiality, continue after the end of a director's or committee member's term;

b) act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the business and the maintenance of a *Registrant's* confidence;

c) ensure that financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities;

d) comply with their obligations under the *Screening Policy*, including understanding ongoing expectations under the *Screening Policy* and fully cooperating in the screening process;

e) conduct themselves openly, professionally, lawfully and in good faith;

f) be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism influence their decision-making on behalf of NWTKA;

g) exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws;

h) not use NWTKA or serve on the Executive Committee or other committees for their own personal advantage or for the individual advantage of their friends or supporters;

i) maintain required confidentiality of organizational information;

j) commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings; and

k) have a thorough knowledge and understanding of all governance documents.

Athlete Support Personnel

14. In addition to section 11 (above), *Athlete Support Personnel* have additional responsibilities.

15. *Athlete Support Personnel* must understand and respect the inherent *Power Imbalance* that exists in this relationship and must not abuse it, either consciously or unconsciously.

16. *Athlete Support Personnel* will:

a) consistently display standards and project a favourable image of NWTKA

b) regularly seek ways of increasing personal development, self-awareness.

c) actively encourage others to uphold the principles, ethics and rules of NWTKA

d) take advantage of professional development and educational opportunities to ensure that they maintain awareness and understanding of the changes and evolution of the sport;

e) be aware of academic pressures being placed upon students, competitors and *Athletes* and ensure that their activities permit them to pursue academic success;

f) avoid any behaviour that abuses the *Power Imbalance* inherent in the coaching position of the *Athlete Support Personnel*;

g) ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the *Athletes*;

h) prepare *Athletes* systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm *Athletes*;

i) avoid compromising the present and future health of *Athletes* by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of *Athletes*' medical and psychological treatments;

j) support the *Athlete Support Personnel* of a training camp, territorial team, or national team should an *Athlete* qualify for participation with one of these programs;

k) comply with all established responsibilities and obligations as set out by the *Athlete Support Personnel*'*s* professional governing association or order, if any;

l) accept and promote *Athletes*' personal goals and refer *Athletes* to other coaches and sport specialists as appropriate;

m) provide *Athletes* (and the parents/guardians of *Minor Athletes*) with the information necessary to be involved in the decisions that affect the *Athlete*;

n) act in the best interest of the *Athlete*'*s* development as a whole person;

o) comply with their obligations under the *Screening Policy*, including understanding ongoing expectations under the *Code* and fully cooperating in the screening process;

p) under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or prohibited substances or prohibited methods and, in the case of *Minors* and *Minor Athletes,* alcohol, cannabis, and/or tobacco;

q) respect competitor *Athletes* and, in dealings with them, not encroach upon topics or take actions which are deemed to be within the realm of 'coaching,' unless after first receiving approval from the coaches who are responsible for the *Athletes*;

r) when a *Power Imbalance* exists, not engage in a sexual or intimate relationship with an *Athlete* of any age;

s) disclose to NWTKA any sexual or intimate relationship with an *Athlete* over the age of majority and, if requested by NWTKA, immediately discontinue any coaching involvement with that *Athlete*;

t) avoid compromising the present and future health of *Athletes* by communicating and cooperating with sport science and sport medicine professionals in the diagnosis, treatment, and management of *Athletes*' medical and psychological treatments, including when discussing optimal nutritional strategies or weight control methods for junior-aged *Athletes* and above (19 + years of age). Dieting and other weight control methods are not permitted for *Athletes* 19 years of age and younger;

u) recognize the power inherent in the position of *Athlete Support Personnel* and respect and promote the rights of all *Registrants* in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of *Registrants* who are in a vulnerable or dependent position and less able to protect their own rights; and

v) dress professionally and use appropriate language, considering the audience being addressed (e.g., the age/maturity of the individuals).

Athletes

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

a) follow their *Athlete* agreement (if applicable);

b) report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete;

c) participate and appear on time and prepared to participate to their best abilities in all competitions, practices, training sessions, and evaluations;

d) properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason;

e) adhere to any rules and requirements regarding clothing, professionalism, and equipment; and

f) act in accordance with applicable policies and procedures and, when applicable, additional rules as outlined by *Athlete Support Personnel*.

Officials

18. In addition to section 11 (above), officials will have additional responsibilities to:

a) maintain and update their knowledge of the rules and rules changes;

b) not publicly criticize *Registrants*;

c) adhere, at all times, to the rules of their international federation and any other sporting organization that has relevant and applicable authority;

d) place the safety and welfare of competitors, and the fairness of the competition above all else;

e) strive to provide a fair sporting environment and, at no time, engage in *Maltreatment* or *Prohibited Behaviour* toward any person on the field of play;

f) respect the terms of any agreement that they enter with NWTKA;

g) work within the boundaries of their position's description while supporting the work of other officials;

h) act as an ambassador of the sport by agreeing to enforce and abide by national and provincial/territorial rules and regulations;

i) take ownership of actions and decisions made while officiating;

j) respect the rights, dignity, and worth of all *Registrants*;

k) act openly, impartially, professionally, lawfully, and in good faith;

l) be fair, equitable, considerate, independent, honest, and impartial in all dealings with others;

m) respect the confidentiality required by issues of a sensitive nature, which may include discipline processes, appeals, and specific information or data about *Registrants*;

n) comply with their obligations under the *Screening Policy*, including understanding ongoing expectations under the *Code* and fully cooperating in the screening process;

o) honour all assignments, unless unable to do so by virtue of illness or personal emergency and, in these cases, inform a supervisor or NWTKA at the earliest possible time;

p) take advantage of professional development and educational opportunities to ensure that they maintain awareness and understanding of the changes and evolution of the sport;

q) when writing reports, set out the facts to the best of their knowledge and recollection; and

r) dress in proper attire for officiating.

Parents/Guardians and Spectators

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

a) encourage *Athletes* to compete within the rules and to resolve conflicts without resorting to hostility or violence;

b) condemn the use of violence in any form;

c) never ridicule a *Registrant* for making a mistake during a competition or practice;

d) respect the decisions and judgments of officials and encourage *Athletes* to do the same;

e) support all efforts to remove verbal and physical abuse, coercion, intimidation, and excessive sarcasm;

f) respect and show appreciation to all competitors, and to coaches, officials and other volunteers;

g) never *Harass Registrants*, competitors, coaches, officials, parents/guardians, or other spectators; and

h) never encourage, aid, cover up or assist an *Athlete* in cheating through doping, competition manipulation or other cheating behaviours.

Retaliation, Retribution or Reprisal

20. It is a breach of this *Code* for any *Registrant* or any other individual to engage in any act that threatens or seeks to intimidate another individual with the intent of discouraging that *Registrant* from filing, in good faith, a complaint pursuant to any NWTKA policy.

21. It is also a breach of the *Code* for a *Registrant* to file a complaint for the purpose of retaliation, retribution, or reprisal against any other *Registrant*. Any *Registrant* found to be in breach of this section shall be liable for the costs related to the disciplinary process required to establish such a breach.

Privacy

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

Appendix A – UCCMS

The *UCCMS*, amended from time to time, is available here.

Athlete Protection Policy

Purpose

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

Interactions between Persons in Authority and Athletes – the 'Rule of Two'

2. NWTKA requires that the 'Rule of Two' be followed for all *Persons in Authority* who interact with *Athletes*, to the maximum extent possible in the circumstances. The 'Rule of Two' is a directive that says that an *Athlete* must never be alone one-on-one with an unrelated *Person in Authority*.

3. NWTKA recognizes that fully implementing the 'Rule of Two' may not always be possible in some instances. Consequently, at a minimum, interactions between *Persons in Authority* and *Athletes* must respect the following:

    a) To the maximum extent possible, the training environment should be visible and accessible so that all interactions between *Persons in Authority* and *Athletes* are observable;

    b) Private and one-on-one situations that are not observable by another adult or *Athlete* should be avoided to the maximum extent possible;

    c) A *Vulnerable Registrant* may not be alone under the supervision of a *Person in Authority* unless prior written permission is obtained from the *Vulnerable Registrant's* parent or guardian;

    d) *Persons in Authority* may not invite or host *Vulnerable Registrants* in their home without the written permission from parents or guardians or without parents or guardians having contemporaneous knowledge of the visit.

Competitions, Training Sessions, and Practices

4. For competitions, training sessions and practices, NWTKA recommends:

    a) A *Person in Authority* should never be alone with a *Vulnerable Registrant* prior to or following a competition or training session unless the *Person in Authority* is the *Vulnerable Registrant's* parent or guardian;

    b) If a *Vulnerable Registrant* is the first *Athlete* to arrive, the *Athlete's* parent(s) and/or guardian(s) should remain until another *Athlete* or *Person in Authority* arrives;

    c) If a *Vulnerable Registrant* would potentially be alone with a *Person in Authority* following a competition or training session, the *Person in Authority* should ask

another *Person in Authority* (or a parent or guardian of another *Athlete*) to stay until all the *Athletes* have been picked up. If an adult is unavailable, another *Athlete*, who is preferably not a *Vulnerable Registrant*, should be present to avoid the *Person in Authority* being alone with a *Vulnerable Registrant;*

d) *Persons in Authority* giving instructions, demonstrating skills, or facilitating drills or lessons to an individual *Athlete* should always do so within earshot and eyesight of another *Person in Authority;*

e) *Persons in Authority* and *Athletes* should take steps to achieve transparency and accountability in their interactions. For example, a *Person in Authority* and an *Athlete* who know they will be away from other *Registrants* for a lengthy period must inform another *Person in Authority* where they are going and when they expect to return. *Persons in Authority* should always be reachable by phone or text message.

Communications

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

a) *Persons in Authority* may only send texts, direct messages on *Social Media* or emails to individual *Athletes* when necessary and only for communicating information related to team issues and activities (e.g., non- *Personal Information*). Any such texts, messages or emails shall be professional in tone;

b) Electronic communication between *Persons in Authority* and *Athletes* that is personal in nature should be avoided. If such personal communication is unavoidable, it must be recorded and available for review by another *Person in Authority* and/or by the *Athlete*'*s* parent/guardian (when the *Athlete* is a *Vulnerable Registrant*);

c) Parents/guardians may request that their child not be contacted by a *Person in Authority* using any form of electronic communication and/or may request that certain information about their child not be distributed in any form of electronic communication;

d) All communication between a *Person in Authority* and *Athletes* must occur between the hours of 9:00 am and 9:00 pm unless extenuating circumstances justify otherwise;

e) Communication concerning illegal drugs or alcohol use (unless regarding its prohibition) is not permitted;

f) No sexually explicit language or imagery or sexually oriented conversation may be communicated in any medium;

g) *Persons in Authority* may not ask *Athletes* to keep a personal secret for them.

Travel

6. For travel involving *Persons in Authority* and *Athletes*, NWTKA recommends:

   a) Teams or groups of *Athletes* shall always have at least two *Persons in Authority* with them;

   b) For mixed gender teams or groups of *Athletes*, there should be one (1) *Person in Authority* from each gender;

   c) If two *Persons in Authority* cannot be present, reasonable efforts should be made to supplement supervision with screened parents or other volunteers;

   d) To the maximum extent possible, no *Person in Authority* may drive a vehicle alone with an *Athlete* unless the *Person in Authority* is the *Athlete*'*s* parent or guardian;

   e) A *Person in Authority* may not share a hotel room or be alone with an *Athlete* unless the *Person in Authority* is the *Athlete*'*s* parent/guardian, family member or spouse;

   f) Room or bed checks during overnight stays must be done by two *Persons in Authority*;

   g) For overnight travel when *Athletes* must share a hotel room, roommates must be age-appropriate and of the same gender identity.

Locker Rooms/Changing Areas

7. For changing areas and other closed meeting spaces, NWTKA recommends:

   a) Interactions between *Persons in Authority* and *Athletes* should not occur in any area where there is a reasonable expectation of privacy such as a locker room, washroom or changing area. A second adult should be present for any necessary interaction between an adult and an *Athlete* in any such area;

   b) If *Persons in Authority* are not present in the locker room or changing area, or if they are not permitted to be present, they should still be available outside the locker room or changing area and be able to enter the room or area if required, for reasons including, but not limited to, team communications and/or emergencies.

Photography/Video

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

a) Photographs and video should only be taken in public view. Content must observe generally accepted standards of decency and be both appropriate for and in the best interest of the *Athlete;*

b) The use of recording devices in areas where there is a reasonable expectation of privacy is strictly prohibited;

c) Examples of photos that shall be edited or deleted include:

   i. images with misplaced apparel or where undergarments are showing;

   ii. suggestive or provocative poses; and

   iii. embarrassing images.

d) If any content featuring an *Athlete* will be used on any form of public media, a Photo and Video Consent Form (**Appendix A**) must be completed before the content is recorded.

Physical Contact

9. Physical contact between *Persons in Authority* and *Athletes* may be necessary for various reasons including, but not limited to, teaching a skill, or tending to an injury. For physical contact, NWTKA recommends:

   a) A *Person in Authority* must always request permission to make physical contact from the *Athlete* in advance and clearly explain where and why the physical contact will occur. The *Person in Authority* must make clear that they are requesting to touch the *Athlete* and not requiring physical contact;

   b) Infrequent, physical contact during training is not a violation of policy;

   c) Non-essential physical contact may not be initiated by the Person of Authority. It is recognized that some *Athletes* may initiate non-essential physical contact such as hugging or other physical contact with a *Person in Authority* for various reasons (e.g., such as celebrating or crying after a poor performance). This physical contact should always occur in an open and observable environment.

Enforcement

10. Any alleged violations of this *Athlete Protection Policy* shall be addressed pursuant to the *Sport Integrity and Complaints Policy*.

Appendix A – Photo and Video Consent Form

Name of *Registrant* (print): _____

Name of Parent/Guardian (print): _____

(*When the Registrant is a Minor*)

Date: _____

1. I, being the *Registrant* or the parent or legal guardian of the *Minor Registrant*, hereby grant to NWTKA and its member clubs (collectively the "Organizations") the permission to photograph and/or record the *Registrant's* image and/or voice in pictures or videos (collectively the "Images"), and to use the Images to promote the sport and/or the Organizations through traditional media such as newsletters, websites, television, film, radio, print and/or display form, and through *Social Media* such as Instagram, Facebook, Bluesky, YouTube, TikTok and X/Twitter. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes. This consent will remain in effect in perpetuity.

2. I, being the *Registrant* or the parent or legal guardian of the *Minor Registrant*, hereby fully release, discharge, and agree to save harmless the Organizations, from any and all claims, demands, actions, damages, losses or costs that might arise out of the collection, use or disclosure of the Images or taking, publication, distortion of the Images, negatives, and masters or any other likeness or representation of the *Registrant* that may occur or be produced in the taking of said Images or in any subsequent processing thereof, including without limitation any claims for libel, passing off, misappropriation of personality, or invasion of privacy.

3. I, being the *Registrant* or the parent or legal guardian of the *Minor Registrant*, **UNDERSTAND AND AGREE**, that I have read and understood the terms and conditions of this document. On behalf of myself, my heirs, and assigns, I agree that I am signing this document voluntarily and to abide by such terms and conditions.

Signature of *Registrant*: _____

OR, if the *Registrant* is a *Minor*

Signature of Parent/Guardian: _____

Sport Integrity and Complaints Policy

Purpose

1. The purpose of this policy is to set out the processes by which complaints or reports of violations of NWTKA's *Code*, the *UCCMS*, the *CSSP*, or other applicable conduct standard will be dealt with through the dispute resolution process set out below.

2. *Registrants* are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with all policies, by-laws, rules, and regulations of NWTKA, as updated, and amended from time to time.

3. Non-compliance with any of NWTKA's policies, by-laws, rules, or regulations, or those of its *Members*, as applicable, may result in the imposition of sanctions pursuant to this policy and/or the by-laws of NWTKA.

Application

Application – General

4. This policy applies to all *Registrants* and to any alleged breaches of NWTKA's policies, by-laws, rules, or regulations, or any of those of its *Members*, that designate this policy as applicable to address such alleged breaches.

5. In addition to being subject to disciplinary action pursuant to this policy, an employee of NWTKA who is a *Respondent* to a complaint may also be subject to consequences in accordance with the employee's employment agreement or NWTKA's human resources policies, if applicable.

Reporting

CSSP Participants

6. Any incident that involves alleged *Prohibited Behaviour* (as defined in the *UCCMS* and the *CSSP*) and involving a *CSSP Participant* must be reported to the *SIC* and will be addressed pursuant to the *CSSP* Rules.

7. Notwithstanding the requirement in Section 6, the *SIC* shall determine the admissibility of complaints related to any incidents that involve alleged *Prohibited Behaviour* that occurred prior to July 20, 2026 in accordance with the relevant and applicable *CSSP* Rules.

8. If NWTKA's *Independent Third Party* receives a complaint that they consider would otherwise fall within the above sections, they shall immediately refer the matter to the *SIC* and notify the individual(s) that made the complaint of such action.

9. If a complaint involves multiple *Respondents*, including one or more *CSSP Participants*, the *Independent Third Party* may hold the complaint in abeyance pending a jurisdictional determination by the *SIC*.

Registrants

10. Any complaints involving alleged breaches of NWTKA's policies that designates the *Sport Integrity and Complaints Policy* as the applicable mechanism and that do not fall within Sections 6 or 7 above may be reported by a *Registrant* or any other individual to the *Independent Third Party* in writing within six (6) months of the occurrence of the incident. For the avoidance of doubt, this includes complaints referred to the *Independent Third Party* by the *SIC* if the *SIC* determines that a complaint initially reported to the *SIC* does not fall within its jurisdiction. The *SIC* is not required to comply with the deadline specified in this section.

    a) If a complaint is filed with the *Independent Third Party* in writing within six (6) months of the occurrence of the incident, the *Independent Third Party* will accept the complaint.

    b) If the complaint is submitted after six (6) months of the occurrence of the incident but within five (5) years after the occurrence of the incident, the *Independent Third Party* may only accept a complaint if they determine that doing so is warranted based on their assessment of the following non-cumulative factors:

        i. the relevant rules, norms and policies, including without limitation, social and legal norms, in effect at the time of the alleged event(s);

        ii. the severity of the allegations and the facts and circumstances of the matter;

        iii. the safety and well-being of participants and the sport community;

        iv. the potential risks and prejudice from action and inaction, with safety being paramount;

        v. the ability to identify potential *Parties* and witnesses and to obtain sufficient evidence; and

        vi. the best interest of sport and those who participate in it, including the views of the person(s) directly impacted, when feasible.

            1. If a complaint submitted within five (5) years after the incident involves allegations, if proven, would trigger a presumptive sanction of permanent ineligibility, the complaint shall be accepted.

    c) Complaints of sexual *Maltreatment* may be brought at any time. While all complaints will be given due consideration, the ability to proceed may depend on

the availability of evidence, the identification of involved *Parties*, and other necessary factors for a fair and effective process.

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

12. A *Complainant* or any other individual who submits a report regarding a potential breach of NWTKA's policies who fears retribution or reprisal or who otherwise considers that their identity must remain confidential may file a complaint with the *Independent Third Party* and request that their identity be kept confidential.

    a) If the *Independent Third Party* considers that the *Complainant*'*s* identity must remain confidential during the initial stages, the *Independent Third Party* may ask that NWTKA take carriage of the complaint and act as the *Complainant*.[3]

    b) A *Complainant*'*s* identity may not be guaranteed. A *Complainant*'*s* identity may need to be disclosed if required to ensure procedural fairness, if legally mandated, or if necessary to the effective resolution of the Complaint.

    c) If disclosure becomes necessary, the *Complainant* will be informed in advance, and reasonable measures will be taken by the *Independent Third Party* to minimize any potential harm.

    d) If, at any stage, it is determined that the *Complainant's* anonymity cannot be maintained or adequately protected, the *Complainant* may elect to withdraw from the disciplinary proceeding without prejudice or adverse consequences.

Minors

13. Complaints may be brought by or against a *Registrant* who is a *Minor*. *Minor*s must have a parent/guardian or other adult serve as their representative during this process. Where appropriate, the *Minor*'*s* preference regarding their representative should be considered.

14. Communication from the *Independent Third Party*, *Fair Play Officer* or *Dispute Resolution Officer* (as applicable) must be directed to the *Minor's* representative.

15. If the *Minor's* representative is not their parent/guardian, the representative must have written permission to act in such a capacity from the *Minor's* parent/guardian, unless the parent/guardian is implicated in the complaint or is otherwise unable to act in the *Minor's* best interest.

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

16. A *Minor* is not required to attend or participate in an oral hearing, if held, or participate in an investigation if conducted. In such circumstances, no adverse inference can be drawn against the *Minor*.

Independent Third-party Responsibilities

17. Upon receipt of a complaint, the *Independent Third Party* has a responsibility to:

    a) determine whether the complaint falls within the jurisdiction of this policy and whether it has been submitted in accordance with the deadlines indicated herein;

    b) determine the appropriate jurisdiction to manage the complaint by considering whether the incident occurred within the business, activities, or *Sanctioned Events* of NWTKA or one of its *Members*;

    c) determine whether the complaint is frivolous, vexatious or if it has been made in bad faith;[4]

    d) determine if the alleged incident should be investigated pursuant to **Appendix A – Investigation Procedure**; and

    e) choose which process (The Fair Play Process or Process #2, as outlined below) should be followed to hear and adjudicate the matter.

18. If a complaint falls within the jurisdiction of the policy, *Independent Third Party* will prepare a complaint summary which includes the specific allegations against the *Respondent* and forms the basis of the complaint process moving forward, to be provided to the *Respondent*.

19. If a complaint does not fall within the jurisdiction of the policy, the *Independent Third Party* must reject the complaint, providing appropriate reasons in writing.

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

Available Process

20. There are two different processes that may be used to hear and adjudicate complaints involving *Registrants*. Subject to Sections 6-9, the *Independent Third Party* decides which process will be followed at their discretion. Such a decision is not appealing. The following processes are available to *Registrants* of NWTKA or other individuals who have submitted a complaint. Should NWTKA designate *CSSP Participants* and violations of the *UCCMS* by *CSSP Participants* are alleged, please refer to sections 6-9.

    The Fair Play Process – the complaint contains allegations other than breaches of the *UCCMS* by a *Registrant*, such as violations of team policy or breaches conduct standards other than the *UCCMS*. This includes reports of violations of the Laws of the Game submitted by Officials.

    Process #2 – The complaint contains allegations involving violations of the *UCCMS* by a *Registrant*:

    Please refer to "**Procedural Steps**" below regarding how The Fair Play Process and Process #2 complaints are handled.

Provisional Measures

21. *Provisional Measures* may be imposed in a reasonable and proportionate manner, without limitation, having regard to a consideration of the following factors:

    a) The safety or well-being of any *Registrant* and the NWTKA community;

    b) The seriousness of the allegations and the facts and circumstances of the case;

    c) Potential risks and prejudice from action and inaction;

    d) The best interest of sport and those who participate in it;

    e) The impact of the measures on the *Respondent*; and

    f) The integrity of the process.

22. If it is considered appropriate or necessary on the basis of the circumstances, immediate discipline or the imposition of a *Provisional Measures* may be imposed against any *Registrant* by the President/Chair of the Board of Directors of NWTKA after which further discipline or sanctions may be applied according to this policy.

    a) The *Independent Third Party* will notify NWTKA of a complaint and provide a non-binding recommendation regarding *Provisional Measures* if the allegations involve behaviours identified under the Presumptive Sanction section of the *UCCMS*. In such circumstances, the *Independent Third Party* may only disclose a summary of

the allegations and the identity of the *Respondent*, with no other identifying information provided.

b) *Registrants* may also be subject to *Provisional Measures* in accordance with the On-Field Sanctioning Guidelines pending a hearing under The Fair Play Process. Such *Provisional Measures* are not subject to appeal.

23. If an infraction occurs at a competition, it will be dealt with by the procedures specific to the competition, if applicable. *Provisional Measures* may be imposed for the duration of a competition, training, activity, or *Sanctioned Event* only, or as otherwise determined appropriate by the designated *Party* at the competition.[5]

24. Notwithstanding the above section, NWTKA may determine that an alleged incident at a *Sanctioned Event* is of such seriousness as to warrant the imposition of a *Provisional Measure* on a *Respondent* pending completion of a *CSSP* Process as defined in the *CSSP* Rules, criminal process, the hearing, or a decision of the *Dispute Resolution Officer*. For the avoidance of doubt, NWTKA shall have discretion to impose *Provisional Measure* in addition to any measures imposed by the *SIC* through a *CSSP* process.

25. Any *Respondent* against whom a *Provisional Measure* is imposed may make a request to the *Dispute Resolution Officer* (once appointed) to have the *Provisional Measure* lifted. In such circumstances, NWTKA shall be provided with an opportunity to make submissions, orally or in writing, regarding the *Respondent's* request to have the *Provisional Measure* lifted. *Provisional Measure*s shall only be lifted in circumstances where the *Respondent* establishes that it would be manifestly unfair to maintain the *Provisional Measure* against them.

26. Any decision, which shall be in writing with appropriate reasons, not to lift a *Provisional Measure* shall not be subject to appeal.

Procedural Steps

THE FAIR PLAY PROCESS: Addressed by Internal Discipline Chair

27. Following the determination that the complaint or incident should be handled under The Fair Play Process, the *Independent Third Party* will notify NWTKA. NWTKA will administer the process moving forward, including by appointing a *Fair Play Officer.*[6]

28. Officials may submit Match Reports through the designated portal. Match Reports will be provided to the *Fair Play Officer* for review. Breaches of the applicable conduct standard will be reviewed by the *Fair Play Officer*; if the On-Field Sanctioning Guidelines provide for an automatic sanction, the *Fair Play Officer* shall impose the identified sanction unless

[5] In-competition discipline or sanction imposed by the applicable official or authority does not prevent a *Registrant* from facing additional disciplinary proceedings under the *Code*.
[6] The appointed *Fair Play Officer* must be unbiased and not in a conflict of interest.

they determine that a hearing is necessary. For all other Match Reports, the *Fair Play Officer* shall follow the procedure as set out below.

Dispute Resolution - General

29. Hearings before the *Fair Play Officer* are intended to be quick, informal, and cost-effective proceedings. The format of a hearing may be a hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods.

30. The *Fair Play Officer* is responsible for determining the appropriate procedure of a hearing, provided that:

    a) within five (5) *Days* of their appointment, the *Fair Play Officer* shall contact the *Complainant*(s)/Official and the *Respondent(s)* to initiate the process;

    b) the process is expedited and must commence within one (1) to five (5) *Days* from the *Fair Play Officer*'*s* first contact with the *Parties*, unless there are extenuating circumstances or scheduling considerations that reasonably delay the start of the hearing.

31. The *Fair Play Officer* may:

    a) propose and apply alternative dispute resolution techniques, if appropriate; and/or

    b) ask the *Complainant* and the *Respondent* for either written or oral submissions regarding the complaint or incident. At the discretion of the *Fair Play Officer*, both *Parties* may submit to the *Fair Play Officer* any relevant evidence, including, but not limited to, witness statements, documentary evidence or evidence from other media (i.e., photos, screenshots, videos or other recordings). Each *Party* shall have the right to receive the other *Party*'*s* submissions and evidence. In the case of oral submissions, each *Party* shall be present when such submissions are made (unless waived by a *Party*); and/or

    c) following receipt of the *Parties*' submissions, the *Fair Play Officer* may convene the *Parties* to a hearing, to ask the *Parties* questions. The *Fair Play Officer* may allow the *Parties* to ask questions of one another, if they deem it appropriate and necessary.

32. Following their review of the submissions and evidence related to the complaint or Match Report, the *Fair Play Officer* shall determine if any of the incidents identified in the complaint summary above have occurred and, if so, determine whether to impose a sanction and, if so, determine the appropriate sanction (see: **Sanctions,** below).

33. If, after hearing the *Parties* and reviewing their submissions, the *Fair Play Officer* considers that none of the incidents identified in the complaint summary or Match Report occurred

or the incidents did not violate the applicable conduct standard, they shall dismiss the matter.

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

35. Any decision rendered by the *Fair Play Officer* shall be provided to and maintained in the records of NWTKA.

36. Decisions of the *Fair Play Officer* may not be appealed.

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

PROCESS #2: Independent Third Party and Dispute Resolution Officer

Independent Third Party

38. Process #2 deals with violations of the *UCCMS* by *Registrants*. Following the determination that the complaint should be handled under Process #2, the *Independent Third Party* will appoint a *Dispute Resolution Officer* to hear the complaint.

39. Thereafter, the *Independent Third Party* shall have the following responsibilities:

    a) coordinate all administrative aspects of the process;

    b) provide administrative assistance and logistical support to the *Dispute Resolution Officer* as required, including providing the *Dispute Resolution Officer* with any information related to previously imposed disciplinary sanctions against the *Respondent(s)* of the policies of NWTKA, any *Member* or any other sport organization that had authority over the *Respondent*; and

    c) provide any other service or support that may be necessary to ensure a fair and timely proceeding.

40. If warranted, based on the extraordinary nature of the case, the *Independent Third Party* may, in their sole discretion, appoint a panel comprised of three (3) *Dispute Resolution Officers*. When a three-person panel is appointed, the *Independent Third Party* will appoint one of the *Dispute Resolution Officers* to serve as the Chair.

41. Once appointed, the *Dispute Resolution Officer* or designated Chair will be the primary point of contact for the *Parties*, unless otherwise indicated.

Dispute Resolution – General

42. The complaint process will be determined by the *Dispute Resolution Officer*, as they deem appropriate in the circumstances, provided that:

    a) within five (5) working *Days* of their appointment, the *Dispute Resolution Officer* shall contact the *Complainant*(s) and the *Respondent(s)* to initiate the process;

    b) all matters under this policy, including investigations, interviews, administrative meetings and hearings, may be held virtually or in person or a hybrid;

    c) the process is to be expedited, and must commence within three (3) to five (5) working *days* from the *Dispute Resolution Officer's* first contact with the *Parties*, unless there are extenuating circumstances or scheduling considerations which reasonably delay the start of the hearing;

    d) the *Dispute Resolution Officer* will determine whether it is appropriate for the matter to proceed to mediation first (**See: Alternative Dispute Resolution**). If the *Dispute Resolution Officer* does not believe that the matter should proceed to mediation or any of the *Parties* refuse to go to mediation, the matter will move directly to arbitration (**See: Arbitration Process**).

Alternative Dispute Resolution (ADR)

43. NWTKA supports the principles of ADR and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes. ADR also avoids the uncertainty, costs, and other negative effects associated with lengthy investigation, hearings, and appeals.

44. All *Parties* are encouraged to communicate openly, and to collaborate and use problem-solving and negotiation techniques to resolve their differences.

45. NWTKA's position is that negotiated settlements are most often preferable to arbitrated outcomes.

46. Should a negotiated settlement be reached, the settlement shall be reported by the *Independent Third Party* to all *Parties* involved, as well as NWTKA. Following the settlement, any actions and/or sanctions shall be enacted in accordance with the timelines specified by the negotiated decision.

47. Should a tentative negotiated settlement be reached, the proposed settlement shall be reported to NWTKA for approval if it involves any obligations or may reasonably impact the operations or reputation of NWTKA. NWTKA may approve, reject, or propose amendments to a proposed settlement. Any decision by NWTKA to approve, reject, or propose amendments to a negotiated settlement may not be appealed.

48. Any actions that are to take place because of the proposed settlement shall be completed in accordance with the timelines specified by the negotiated settlement, pending approval. The *Parties* may not withdraw from the proposed settlement pending the approval of any actions to be taken NWTKA.

49. Failure to comply with a signed negotiated settlement will result in the suspension of the individual from participating in sanctioned activities. The lifting of the suspension will be reviewed by NWTKA upon the completion of all conditions identified in the signed negotiated settlement.

50. Any negotiated settlement will be final and binding on the *Parties*. Negotiated settlements may not be appealed.

51. A non-disclosure agreement (NDA) or any other confidentiality provision entered as part of a negotiated settlement may not prevent the publication by NWTKA or other applicable sport organization of sanctions on registries such as the *CSSP* Registry, *SIC* Database, or NSO database. NDAs may not be entered into if a complaint involves allegations of sexual *Maltreatment*, grooming and boundary transgressions unless such an agreement:

    a) is the expressed wish and preference of the *Complainant*(s);

    b) includes an opportunity for the *Complainant*(s) to decide to waive their own confidentiality in the future and the process for doing so;

    c) aligns with the principles of the *UCCMS*;

    d) is of a set and limited duration; and

    e) does not adversely affect:

        i. the health or safety of a third *Party*, or

        ii. the public interest

52. Any NDA in a Complaint involving allegations of sexual *Maltreatment*, grooming or boundary transgressions must be reviewed and approved by the *Dispute Resolution Officer*. The *Dispute Resolution Officer* may, at their sole discretion, approve, reject, or propose amendments to an NDA. Any decision by the *Dispute Resolution Officer* to approve, reject, or propose amendments to an NDA may not be appealed.

53. Any negotiated settlement will be binding on the *Parties*. Negotiated settlements may not be appealed.

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

Arbitration Process

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

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

    a) all *Parties* are given the opportunity to present evidence in a manner which complies with the fundamental principles of procedural fairness, and is sensitive to the needs of *Minors*, survivors of trauma, and other vulnerable individuals;

    b) nothing is admissible in evidence at a hearing that would be inadmissible in a court by reason of any privilege under the law of evidence or is inadmissible by any statute. The *Dispute Resolution Officer* may allow any evidence at the hearing filed by the *Parties* and may exclude any evidence is unduly repetitious or otherwise an abuse of process. The *Dispute Resolution Officer* shall otherwise apply relevant and applicable evidentiary rules in relation to the admissibility and weight given to evidence filed by the *Parties*.

    c) if the *Dispute Resolution Officer* grants a request from either *Party* for additional time, the *Dispute Resolution Officer* has the authority to impose additional interim conditions;

    d) the *Parties* must be given:

        i. appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium, and

        ii. copies of any written documents which the *Parties* wish to have the *Dispute Resolution Officer* consider will be provided to all *Parties*, through the *Independent Third Party*, in advance of the hearing.

    e) the *Parties* may engage a representative, advisor, or legal counsel at their own expense;

    f) if the *Respondent* acknowledges the facts of the incident(s), the *Respondent* may

waive the hearing, in which case the *Dispute Resolution Officer* will determine the appropriate sanction. The *Dispute Resolution Officer* may still hold a hearing for the purpose of determining an appropriate sanction. In such circumstances, victim impact statements may be considered by the *Dispute Resolution Officer*;

g) the process will proceed if a *Party* chooses not to participate in the hearing;

h) the *Dispute Resolution Officer* may request that any other individual or organization participate and give evidence at the hearing, including a NWTKA, provided such participation is reasonably required to effectively conduct the proceedings and is not prejudicial to the interest of the *Parties*; and

i) if not a *Party*, a designated representative of a NWTKA may be allowed to attend the hearing as an observer and will be provided with access to any documents submitted, bound by the confidentiality requirements of this policy. With the permission of the *Dispute Resolution Officer*, NWTKA may make submissions at the hearing or may provide the discipline panel with clarifying information that may be required for the *Dispute Resolution Officer* to render its decision.

57. Any procedural decisions by the *Dispute Resolution Officer* may not be appealed.

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

59. 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 NWTKA are reasonable.

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

Decision

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

62. Within fourteen (14) *days* of the conclusion of the hearing, the *Dispute Resolution Officers*' written decision, with reasons, will be distributed to all *Parties* by the *Independent Third Party*, including to NWTKA and the relevant *Members*. The decision will be by a majority vote of the *Dispute Resolution Officers* when the Panel consists of three (3) people.

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

64. The *Dispute Resolution Officer's* decision will come into effect as of the date that it is rendered, unless decided otherwise by the *Dispute Resolution Officer*. The *Dispute Resolution Officer's* decision will apply automatically to NWTKA, its *Members* and associated organizations, according to the terms of the *Reciprocation Policy*.

65. Unless the matter involves a *Vulnerable Participant*, once the appeal deadline in the *Appeal Policy* has expired, NWTKA shall publish on their website a summary of the decision, which shall include the outcome of the case, the provision(s) of the relevant policies that have been violated, the name(s) of the *Registrant(s)* involved as *Respondents* and the sanction(s) imposed, if any, or as otherwise specified by the Publication Guidelines. If the matter is appealed, the publication provisions in the *Appeal Policy* shall apply. Identifying information regarding *Minor*s or *Vulnerable Participants* will never be published.

66. If the *Dispute Resolution Officer* dismisses the complaint, the information referred to in the previous section may only be published with the *Respondent's* consent. If the *Respondent* does not provide such consent, the information referred to in the previous section will be kept confidential by the *Parties*, the *Independent Third Party*, and NWTKA and shall be retained and discarded in accordance with the relevant and applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken against the *Party* who breaches confidentiality pursuant to this policy.

67. Other individuals or organizations, including, but not limited to, *Members*, territorial sport organizations and sport clubs, may be advised of the outcome of any decisions rendered in accordance with this policy.

68. Records of all decisions will be maintained by NWTKA in accordance with its *Privacy Policy*.

69. When the *Dispute Resolution Officer* imposes a sanction, the decision shall include, at a minimum, the following information:

    a) Jurisdiction;

    b) Summary of the facts and relevant evidence;

    c) Where applicable, the specific provision(s) of NWTKA's policies, by-laws, rules or regulations that have been breached;

    d) Which *Party* or organization is responsible for the costs of implementing any sanction;

e) Which organization is responsible for monitoring that the sanctioned individual respects the terms of the sanction;

f) Any reinstatement conditions that the *Respondent* must satisfy (if any);

g) Which organization is responsible for ensuring that the conditions have been satisfied; and

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

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

Sanctions

71. When determining the appropriate sanction, the *Fair Play Officer* or *Dispute Resolution Officer*, as applicable, will consider the following factors (where applicable):

a) The nature and duration of the *Respondent's* relationship with the *Complainant*, including whether there is a *Power Imbalance*;

b) The *Respondent's* prior history and any pattern of misconduct, *Prohibited Behaviour* or *Maltreatment*;

c) The respective ages of the individuals involved;

d) Whether the *Respondent* poses an ongoing and/or potential threat to the safety of others;

e) The *Respondent's* voluntary admission of the offence(s), acceptance of responsibility for the misconduct, *Prohibited Behaviour* or *Maltreatment*, and/or cooperation in the investigative and/or disciplinary process of NWTKA;

f) Real or perceived impact of the incident on the *Complainant*, NWTKA or the sporting community;

g) Circumstances specific to the *Respondent* being sanctioned (e.g., lack of appropriate knowledge or training regarding the requirements in the *Code*; addiction; disability; illness);

h) Whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;

i) A *Respondent* who is a *Person of Authority*, 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.

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

73. The *Fair Play Officer*[7] or *Dispute Resolution Officer*, as applicable, may apply the following disciplinary sanctions, singularly or in combination:

a) **Verbal or Written Warning** – a verbal reprimand or an official written notice that a *Registrant* has violated the *Code* and that more severe sanctions will result should the *Registrant* be involved in other violations.

b) **Education** – the requirement that a *Registrant* undertake specified educational or similar remedial measures to address the violation(s) of the *Code* or the *UCCMS*.

c) **Probation** – a specified amount of time within which certain terms and conditions must be met by the *Registrant*, such as remaining in compliance with the *Code* and *UCCMS*. Should any further violations of the *Code* or the *UCCMS* occur during the probationary period, this may result in additional disciplinary measures, including, without limitation, a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements for a specified period.

d) **Suspension** – either for a set time or until further notice, from participation, in any capacity, in any program, activity, *Sanctioned Event*, or competition sponsored by, organized by, or under the auspices of NWTKA. A suspended *Registrant* may be eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the *Registrant* satisfying specific conditions noted at the time of suspension.

e) **Eligibility Restrictions** – restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions.

f) **Permanent Ineligibility** – ineligibility to participate in any capacity in any program, activity, *Sanctioned Event*, or competition sponsored by, organized by, or under the auspices of NWTKA.

g) **Other Discretionary Sanctions** – other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary

[7] The *Fair Play Officer* is limited to imposing sanctions under sections 73.a to 73.e and 73.g. Any period of suspension must be less than six months.

payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate.

74. The *Dispute Resolution Officer* 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.

75. A *Registrant* who is convicted of certain *Criminal Code* offences involving harmful conduct shall be subject to a presumptive sanction of permanent ineligibility from participating with NWTKA. Such *Criminal Code* offences may include, but are not limited to:

    a) any child pornography offences;

    b) any sexual offences; or

    c) any offence of physical violence.

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

CSSP Sanction

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

Appeals

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

Confidentiality

79. The disciplinary process is confidential and involves only NWTKA, the *Member* (where applicable), the *Parties*, the *Independent Third Party*, the *Fair Play Officer*, the *Dispute Resolution Officer* (as appropriate), and any independent advisors to the *Dispute Resolution Officer*.

80. None of the *Parties* (or their *Representatives* or witnesses) or organizations referred to in the previous section will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings, unless NWTKA is required to notify an organization such as an international federation, Sport Canada, national sport organization or other sport organization (e.g., where a *Provisional Measure* has been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.

81. Any failure to respect the confidentiality requirement may result in further sanctions or discipline by the *Fair Play Officer* or *Dispute Resolution Officer* (as applicable).

Timelines

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

Statistical Reporting

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

Privacy

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

85. NWTKA, its *Members*, or any of their delegates pursuant to this policy (i.e., *Independent Third Party*, *Fair Play Officer*, *Dispute Resolution Officer*), shall comply with NWTKA's *Privacy Policy* in the performance of their services under this policy.

86. The *Independent Third Party* will maintain all information securely in accordance with industry standard data retention and privacy policy.

Appendix A – Investigation Procedure

Determination

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

Investigation

2. If the *Independent Third Party* considers that an investigation is necessary, they will appoint an investigator. The investigator must be independent of the *Independent Third Party* and NWTKA, with experience in investigating. The investigator must not be in a conflict-of-interest situation and should also have no connection to either *Party*.

3. Federal and/or Territorial legislation related to *Workplace Harassment* may apply to the investigation if *Harassment* was directed toward an employee in a *Workplace*. The investigator should review *Workplace* safety legislation, the NWTKA'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 territorial legislation. The investigation may include:

    a) interviews with the *Complainant*;

    b) witness interviews;

    c) statement of facts (*Complainant's* perspective) prepared by the investigator, acknowledged by the *Complainant* and provided to the *Respondent*;

    d) interviews with the *Respondent*; and

    e) statement of facts (*Respondent's* perspective) prepared by investigator, acknowledged by the *Respondent*, and provided to the *Complainant*.

5. The investigation shall be conducted using trauma-informed best practices to ensure a fair, respectful and minimally harmful process.

Investigator's Report

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

because they constitute a likely breach of the *Code*, the *UCCMS* or any other relevant and applicable NWTKA or *Member* policy. 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, at their discretion, all or part of the Investigator's Report to NWTKA and the relevant *Members* (if applicable). The *Independent Third Party* may also disclose the Investigator's Report to the *Parties*, subject to necessary redactions to protect witness confidentiality, privacy or sensitive information, at their discretion. Alternatively, and only if necessary, other relevant *Registrants* may be provided with an executive summary of the investigator's findings by the *Independent Third Party*.

8. Should the investigator find that there are possible *Criminal Code* offences, the investigator shall assess whether reporting to law enforcement or NWTKA and its *Members* (as applicable) is necessary. Where reporting to law enforcement or to NWTKA and its *Members* (as applicable) is not legally required, the safety, well-being, and informed consent of affected individuals shall be considered before making a report. Affected individuals shall be informed before any report is made and provided with appropriate support resources.

9. NWTKA or the *Member* (as applicable) may decide whether to report such findings to police but is required to inform police if there are findings related to the trafficking of prohibited substances or methods, any crime involving acts against a *Minor*, fraud against NWTKA or any *Member(s)* (as applicable), or other offences where the lack of reporting would bring NWTKA or the *Member* (as applicable) into disrepute. The safety risks and well-being of survivors of abuse or trauma should be considered before police involvement where feasible, and limit internal disclosure.

Reprisal and Retaliation

10. An individual who submits a complaint to the *Independent Third Party* or who gives evidence in an investigation may not be subject to reprisal or retaliation from any individual or group.

11. Any such conduct may constitute *Prohibited Behaviour* and be subject to disciplinary proceedings pursuant to the *Sport Integrity and Complaints Policy* or as applicable, the policies and procedures of the *CSSP*.

False Allegations

12. A *Registrant* who submits allegations that the investigator determines to be malicious, false, or for the purpose of retribution, retaliation or vengeance may be subject to a complaint under the terms of the *Sport Integrity and Complaints Policy* and the investigator may recommend to NWTKA that the Registrant be required to pay for the

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

Confidentiality

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

Privacy

14. The collection, use and disclosure of any *Personal Information* pursuant to this policy by NWTKA is subject to NWTKA's *Privacy Policy*.

15. NWTKA, its *Members*, or any of their delegates pursuant to this policy (i.e., *Independent Third Party*, *Fair Play Officer*, *Dispute Resolution Officer*), shall comply with NWTKA's *Privacy Policy* and *Confidentiality Policy* (or, in the case of a *Member*, the *Member*'s applicable policies) in the performance of their services under this policy.

Appendix B – Publication Guidelines

1. Subject to NWTKA's *Sport Integrity and Complaints Policy*, sanctions issued by a *Dispute Resolution Officer* and/or *Fair Play Officer* will be considered a matter of public record, subject to the restrictions set out below.

2. Publication of any sanction will not take place until the disciplinary process undertaken by NWTKA is complete, and/or after the expiry of an appeal period, as the case may be, except as set out below.

3. Publication means the communication of information by making it known or accessible to the public through any means, including print, telecommunication or electronic means.

4. Notification means providing a written copy of any decision to an organization as required by the *Reciprocation Policy*. *Parties* who receive a copy of a decision under the *Sport Integrity and Complaints Policy* may not publicly disclose this information, expect as reasonably necessary to implement the terms of the decision and any sanction.

5. After receiving a copy of a decision, NWTKA will, unless otherwise directed by the *Dispute Resolution Officer*, publish a summary of the decision. This summary will include the name of the *Respondent(s)*, the nature of the breach or breaches, the policies, by-laws, rules, or regulations that have been breached, the outcome and any sanction imposed, as well as the date of the decision.

6. Summaries will be posted in accordance with the following:

    a) Where a sanction is imposed for a set period where a *Registrant* is restricted in their involvement with the sanctioned activities of NWTKA, such as a suspension or a probationary period, the sanction will be posted for the duration of the sanction. It will be removed once the identified time has passed plus two (2) years.

    b) If a sanction or discipline involves a period of ineligibility, the sanction will be posted for the period of ineligibility plus two (2) years, except in the case of a sanction of permanent ineligibility. A sanction of permanent ineligibility will be posted indefinitely.

    c) If a sanction is conditional on the completion of training, education or other conditions, the sanction will be posted until the *Registrant* has completed the required conditions to the satisfaction of NWTKA, plus two (2) years.

    d) Publication shall take place following the completion of the process under the *Sport Integrity and Complaints Policy*.

    e) In exceptional circumstances, publication of a sanction or *Provisional Measure* will take place to protect the public and/or if the integrity of NWTKA will be affected by not publishing the sanction.

f) Publication bans are standard while a complaint is in progress with NWTKA. All information, except for information already publicly available through authorized means, is subject to a publication ban and must be kept confidential until the process is completed to protect the integrity of the process.

g) The publishing of *Provisional Measures* will only take place in exceptional circumstances described above in subsection (e).

7. Prior to publishing the summary, NWTKA will, at their discretion, remove any confidential or sensitive material from the summary, including any identifying information about *Registrants* or other individuals named, unless these *Registrants* are subject to a sanction and/or discipline in the decision.

8. Identifying or *Personal Information* regarding *Minors* or *Vulnerable Registrants* will never be published by NWTKA.

9. Matters that are resolved prior to a decision will be subject to publication in accordance with the requirements of Section 6.

10. Decisions involving *Provisional Measures* and sanctions imposed through the *SIC* or the *CSSP* processes will be published according to the guidelines established by the *CSSP* Rules.

11. Nothing in the above prohibits NWTKA from notifying relevant sport organizations of any decision imposing a sanction and/or discipline on a *Registrant*, including *Minor* or *Vulnerable Registrant*, as required by the *Reciprocation Policy*.

12. If a *Minor* or *Vulnerable Registrant* is sanctioned and under a decision, any organization who receives notification of this decision must keep the decision confidential, expect as reasonably necessary to implement the terms of the decision.

13. Records of all decisions will be maintained by NWTKA in accordance with the *Privacy Policy*.

Appeal Policy

Purpose

1. This *Appeal Policy* provides *Registrants* and *Parties* with a fair and expedient appeal process.

Scope and Application of this Policy

2. Any *Party* to a *Sport Integrity Complaints Policy* process or *Registrant* who is directly affected by a decision made by NWTKA or a *Dispute Resolution Officer*, as the case may be, shall have the right to appeal that decision if there are sufficient grounds for the appeal under the **Grounds for Appeal** section of this policy.

3. This policy **will apply** to decisions relating to the following, except where excluded by policy:

    a) eligibility;

    b) selection;

    c) conflict of interest;

    d) discipline; and

    e) membership, including application for membership.

4. This policy **will not apply** to decisions relating to:

    a) employment;

    b) infractions for doping offences;

    c) the rules of the sport;

    d) selection criteria, quotas, policies, and procedures established by entities other than NWTKA;

    e) substance, content and establishment of team selection or carding criteria;

    f) volunteer/coach appointments and the withdrawal or termination of those appointments;

    g) budgeting and budget implementation;

    h) NWTKA's operational structure and committee appointments;

i) decisions or discipline arising within the business, activities, or *Sanctioned Events* organized by entities other than NWTKA (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by NWTKA at its sole discretion);

j) commercial matters for which another appeals process exists under a contract or applicable law;

k) decisions made under this policy;

l) any complaint or report dealt with under the *CSSP* process, and any resulting outcome; or

m) any decision made by the Safeguarding Tribunal or the Appeal Tribunal of the *SDRCC*.

Timing of Appeal

5. A *Party* to a *Sport Integrity Complaints Policy* process or *Registrants* who wish to appeal a decision have seven (7) *days* from the date on which they received notice of the decision to submit all the following, in writing, to NWTKA or its identified designate:

   a) notice of the intention to appeal;

   b) their contact information;

   c) name and contact information of the *Respondent* and any *Affected Parties*, when known to the *Appellant*;

   d) date the *Appellant* was advised of the decision being appealed;

   e) a copy of the decision being appealed, or description of decision if written document is not available;

   f) grounds for the appeal;

   g) detailed reasons for the appeal;

   h) all evidence that supports these grounds;

   i) requested remedy or remedies; and

   j) an administration fee of five hundred dollars ($500), which will be refunded if the appeal is upheld.

6. A *Party* to a *Sport Integrity Complaints Policy* process or *Registrant* who wishes to initiate an appeal beyond the seven (7) *day* period must provide a written request stating the

reasons for an exemption. The decision to allow or not allow an appeal outside of the seven (7) *day* period will be at the sole discretion of the *Appeal Manager* and may not be appealed.

Member Appeal

7. NWTKA may hear appeals of *Members*' decisions heard pursuant to this policy, at its discretion.

Grounds for Appeal

8. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds include if NWTKA or a designate:

    a) made a decision that it did not have the authority or jurisdiction (as set out in the applicable governing documents) to make;

    b) failed to follow its own procedures (as set out in the applicable governing documents);

    c) made a decision that was influenced by bias (where bias is defined as a lack of neutrality to such an extent that the decision-maker appears not to have considered other views); or

    d) made a decision that was unreasonable.

Screening of Appeal

9. NWTKA will appoint an independent *Appeal Manager* (who must not be in a conflict of interest, have had any prior involvement in the matter under appeal or have any direct relationship with the *Parties*) who has the following responsibilities:

    a) to determine if the appeal falls under the scope of this policy;

    b) to determine if the appeal was submitted in a timely manner; and

    c) to decide whether there are sufficient grounds for the appeal.

10. If the *Appeal Manager* denies the appeal because of insufficient grounds because it was not submitted in a timely manner, or because it did not fall under the scope of this policy, the *Appellant* will be notified, in writing, of the reasons for this decision. This decision may not be appealed.

11. If the *Appeal Manager* is satisfied there are sufficient grounds for an appeal, the *Appeal Manager* will appoint an Appeal Panel which shall consist of a single individual, to hear the appeal.

12. In extraordinary circumstances, and at the discretion of the *Appeal Manager*, an Appeal Panel composed of three (3) persons may be appointed to hear the appeal. In this event, the *Appeal Manager* will appoint one of the Appeal Panel's members to serve as the Chair.

Determination of Affected Parties

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

Procedure for Appeal Hearing

14. The *Appeal Manager* shall notify the *Parties* that the appeal will be heard. The *Appeal Manager* shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the *Appeal Manager* and may not be appealed.

15. If a *Party* chooses not to participate in the hearing, the hearing will proceed without further notice or opportunity to participate or provide submissions for the *Party* refusing to participate.

16. The format of the hearing may involve an in-person hearing, an oral hearing by telephone or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the *Appeal Manager* and the Appeal Panel deem appropriate in the circumstances. The following guidelines will apply to the hearing:

    a) The hearing will be held within a timeline determined by the *Appeal Manager*;

    b) The *Parties* will be given reasonable notice of the day, time, and place of an oral, in-person hearing or oral hearing by telephone or electronic communications;

    c) Copies of any written documents which any of the *Parties* wish to have the Appeal Panel consider will be provided to all *Parties* in advance of the hearing;

    d) The *Parties* may be accompanied by a representative, advisor, or legal counsel at their own expense;

    e) The Appeal Panel may request that any other individual participate and give evidence at an in-person hearing or oral hearing by telephone or electronic communications;

    f) The Appeal Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the appeal but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate;

g) If a decision in the appeal may affect another *Party* to the extent that the other *Party* would have recourse to an appeal in their own right under this policy, that *Party* will become an *Affected Party* to the appeal in question and will be bound by its outcome; and

h) The decision to uphold or reject the appeal will be by a majority vote of Appeal Panel members.

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

Appeal Decision

18. The *Appellant* must demonstrate, on a balance of probabilities, that the *Respondent* has made a procedural error as described in the **Grounds for Appeal** section of this policy and that this error had a material effect on the decision or decision-maker.

19. The Appeal Panel shall issue its decision, in writing and with reasons, within seven (7) *days* after the hearing's conclusion. In making its decision, the Appeal Panel will have no greater authority than that of the original decision-maker. The Appeal Panel may decide to:

a) reject the appeal and confirm the decision being appealed;

b) uphold the appeal and refer the matter back to the initial decision-maker for a new decision; or

c) uphold the appeal and vary the decision.

20. The Appeal Panel will also determine whether costs of the appeal will be assessed against any *Party*. In assessing costs, the Appeal Panel will consider the outcome of the appeal, the conduct of the *Parties*, and the *Parties*' respective financial resources.

21. The Appeal Panel's written decision, with reasons, will be distributed to all *Parties*, the *Appeal Manager*, and NWTKA. In extraordinary circumstances, the Appeal Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter. The decision will be considered a matter of public record and published according to the **Publication Guidelines** (see **Appendix B** of the *Sports Integrity and Complaints Policy*) unless decided otherwise by the Appeal Panel.

Timelines

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

Confidentiality

23. The appeals process is confidential and involves only the *Parties*, NWTKA the *Appeal Manager*, the Appeal Panel, and any independent advisors to the Appeal Panel. Once initiated and until a decision is released, none of the *Parties* (or their *Representatives* or witnesses) will disclose confidential information relating to the appeal to any person not involved in the proceedings, unless NWTKA is required to notify an organization such as an international federation, Sport Canada or other sport organization (e.g., where *Provisional Measures* have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.

24. Any failure to respect the confidentiality requirement may result in further sanctions or discipline by the Appeal Panel.

Final and Binding

25. The decision of the Appeal Panel shall be binding on the *Parties*.

26. No action or legal proceeding will be commenced against NWTKA or *Registrants* in respect of a dispute, unless NWTKA has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in governing documents.

Social Media Policy

Preamble

1. NWTKA is aware that *Registrant* interaction and communication occurs frequently on *Social Media*. NWTKA cautions *Registrants* that any conduct falling short of the standard of behaviour required by this *Social Media Policy* and the *Code* may be subject to the disciplinary sanctions identified within the *Sport Integrity and Complaints Policy*.

2. NWTKA recognizes that communication between *Registrants* should be guided by principles that ensure the safety of the *Registrants* and that maintain and strengthen effective relationships.

3. NWTKA further recognizes that *Minor Athletes*, who are *Vulnerable Registrants*, may prefer to communicate through electronic interaction. NWTKA strives to ensure that *Athletes* are protected during electronic interactions with *Persons in Authority* and that they are not placed in a vulnerable situation.

Application of this Policy

4. This policy applies to all *Registrants*.

Conduct and Behaviour

5. All conduct and behaviour occurring on *Social Media* must comply with the *Code.*

6. *Registrants* may not engage in the following behaviour on *Social Media*:

    a) Posting a disrespectful, hateful, harmful, disparaging, or insulting comment on a social medium;

    b) Posting a picture, altered picture, or video on a social medium that is harmful, disrespectful, insulting, embarrassing, suggestive, provocative, or otherwise offensive;

    c) Creating or contributing to a Facebook group, webpage, Instagram account, X/Twitter feed, blog, or online forum devoted solely or in part to promoting negative or disparaging remarks or commentary about NWTKA; or

    d) Any instance of cyber-*Bullying* or cyber-*Harassment* where incidents of cyber-*Bullying* and cyber-*Harassment* can include but are not limited to the following conduct on any social medium, via text message, or via email: regular insults, negative comments, vexatious behaviour, pranks or jokes, threats, posing as another person, spreading rumours or lies, or other harmful behaviour.

Registrants' Responsibilities

7. *Registrants* should be aware that their *Social Media* activity may be viewed by anyone, including NWTKA.

8. If NWTKA unofficially engages with a *Registrant* on *Social Media* (such as by retweeting a tweet or sharing a photo/post on Facebook) the *Registrant* may, at any time, ask NWTKA to cease this engagement.

9. When using *Social Media*, a *Registrant* must model appropriate behaviour befitting the *Registrant's* role and status in connection with NWTKA.

10. Removing content from *Social Media* after it has been posted (either publicly or privately) does not excuse the *Registrant* from being subject to the *Sport Integrity and Complaints Policy.*

11. An individual who believes that a *Registrant's* electronic communication media and/or *Social Media* activity is inappropriate or may violate policies and procedures should report the matter to NWTKA in the manner outlined by the *Sport Integrity and Complaints Policy*.

NWTKA's Responsibilities

12. NWTKA has a responsibility to understand if and how *Persons in Authority* and *Athletes* are using *Social Media* to communicate with each other. *Persons in Authority* and *Athletes* may need to be reminded that behaviour in *Social Media* is still subject to the *Code* and *Social Media Policy*.

13. Complaints and concerns about the behaviour of a *Person in Authority* or *Athlete* in *Social Media* can be addressed under the *Sport Integrity and Complaints Policy*.

Guidelines

14. The Guidelines in this section provide *Persons in Authority* and *Athletes* with tips and suggestions for *Social Media* use. *Persons in Authority* and *Athletes* are strongly encouraged to develop their own strategy for *Social Media* use (either written down or not) and ensure that their strategy for *Social Media* use is acceptable pursuant to the *Code.*

15. Given the nature of *Social Media* as a continually developing communication sphere, *Persons in Authority* and *Athletes* must use their best judgment when interacting with *Social Media*. These Guidelines are not hard and fast rules or behavioural laws; but rather recommendations that will inform individuals' best judgment.

16. Any behaviour on *Social Media* which violates the *Code* may be subject to discipline.

Guidelines for Persons in Authority

17. *Persons in Authority* should consider the following guidelines to inform their own strategy for *Social Media* use:

    a) With *Minor Athletes*, ensure that parents/guardians are aware if some interactions may take place on *Social Media* and the context for those interactions, and give parents/guardians the option to prohibit or restrict communication in this space;

    b) Attempt to make communication with *Athletes* on *Social Media* as one-sided as possible. Be available for *Athletes* if they initiate contact – *Athletes* may wish to have this easy and quick access to you – but *Persons in Authority* should never impose themselves onto an *Athlete*'*s* personal *Social Media* space;

    c) Ensure all *Social Media* communication is professional, unambiguous, and on-topic. Avoid emojis and unspecific language that can be interpreted in multiple ways;

    d) Choosing not to engage with *Social Media* is an acceptable strategy. Be prepared to inform *Athletes* (and/or parents/guardians) if you will not engage in this space and explain which media you will use to communicate with them;

    e) *Athletes* will search for your *Social Media* accounts. Be prepared for how you will respond when an *Athlete* attempts to interact with you on *Social Media*;

    f) Annually review and update the privacy settings on all your *Social Media* accounts;

    g) Consider monitoring or being generally aware of *Athletes*' public *Social Media* behaviour to ensure compliance with the *Code* and this policy;

    h) Never demand access to an *Athlete*'*s* private posts on X/Twitter, Instagram, or Facebook;

    i) Do not send friend requests to *Athletes*. Never pressure *Athletes* to send you a friend request or follow your *Social Media* accounts;

    j) If you accept a friend request from one *Athlete*, you should accept these requests from all *Athletes*. Be careful not to show favouritism on *Social Media*;

    k) Consider managing your *Social Media* so that *Athletes* do not have the option to follow you on X/Twitter or send you a friend request on Facebook;

    l) Do not identify *Minor Athletes* on publicly available *Social Media*;

    m) Seek permission from adult *Athletes* before identifying them on publicly available *Social Media*;

n) Avoid adding *Athletes* to Snapchat and do not send snapchats to *Athletes*;

o) Do not post pictures or videos of *Minor Athletes* on your private *Social Media* accounts;

p) Be aware that you may acquire information about an *Athlete* that imposes an obligation of disclosure on your part (such as seeing pictures of *Minor Athletes* drinking during a trip);

q) If selection decisions and other official team business are announced on *Social Media*, ensure they are also posted on a less-social medium like a website or distributed via email;

r) Never require *Athletes* to join Facebook, join a Facebook group, subscribe to a X/Twitter or Bluesky feed, or join a Facebook page about your team or organization;

s) If you create a page on Facebook or Instagram for your team or *Athlete*, do not make this *Social Media* site the exclusive location for important information. Duplicate important information in less-social channels (like on a website or via email);

t) Exercise appropriate discretion when using *Social Media* for your own personal communications (with friends, colleagues, and other *Persons in Authority*) with the knowledge that your behaviour may be used as a model by *Athletes*;

u) Avoid association with Facebook groups, Instagram accounts, or X/Twitter feeds with explicit sexual conduct or viewpoints that might offend or compromise your relationship with an *Athlete*; and

v) Never misrepresent yourself by using a fake name or fake profile.

Social Media Guidelines for Athletes

18. The following tips should be used by *Athletes* to inform their own strategy for *Social Media* use:

a) Set your privacy settings to restrict who can search for you and what private information other people can see;

b) Coaches, teammates, officials, or opposing competitors may all add you to Facebook or follow you on Instagram or X/Twitter. You are not required to follow anyone or be Facebook friends with anyone;

c) Avoid adding *Persons in Authority* to Snapchat and do not send snapchats to *Persons in Authority*;

d) If you feel *Harassed* by someone in a social medium, report it to your coach or another *Person in Authority* with your organization;

e) You do not have to join a fan page on Facebook or follow a X/Twitter feed or Instagram account;

f) Content posted on a social medium, relative to your privacy settings, is considered public. In most cases, you do not have a reasonable expectation of privacy for any material that you post;

g) Content posted to a social medium is almost always permanent – consider that other individuals may take screencaps of your content (even snapchats) before you can delete them;

h) Avoid posting pictures of, or alluding to, participation in illegal activity such as: speeding, physical assault, *Harassment*, drinking alcohol (if underage), and smoking cannabis (if underage);

i) Model appropriate behaviour in *Social Media* befitting your status as a) an *Athlete*, and b) a *Member* and/or *Registrant* of your organization and its governing organizations. As a *Member* and/or *Registrant* of your organization, you have agreed to the *Code* and must follow that *Code* when you post material and interact with other people through electronic communication and *Social Media*; and

j) Be aware that your public Facebook page, Instagram account, or X/Twitter feed may be monitored by your organization, coach, or by another organization and content or behaviour demonstrated in *Social Media* may be subject to sanction under the *Sport Integrity and Complaints Policy*.

Screening Policy

Preamble

1. NWTKA understands that screening personnel and volunteers is a vital part of providing a safe sporting environment and has become a common practice among sport organizations that provide programs and services to the sport community.

Application of this Policy

2. This policy applies to all individuals whose position with NWTKA is one of trust or authority which may relate to, at a minimum, finances, supervision, or *Vulnerable Registrants*.

3. Not all individuals associated with NWTKA will be required to obtain a *Criminal Record Check* or submit screening documents because not all positions pose a risk of harm to NWTKA or *Registrants*. NWTKA will determine which individuals will be subject to screening using the following guidelines (NWTKA may vary the guidelines at its discretion):

   Level 1 – Low Risk – *Registrants* involved in low-risk assignments who are not in a supervisory role, not directing others, not involved with finances, and/or do not have unsupervised access to *Vulnerable Registrants*. Examples include parents, youth, or volunteers who are helping out on a non-regular or informal basis

   Level 2 – Medium Risk – *Registrants* involved in medium risk assignments who may be in a supervisory role, may direct others, may be involved with finances, and/or who may have limited access to *Vulnerable Registrants*. Examples include:

   a) *Athlete Support Personnel*;

   b) non-coach employees or managers;

   c) directors;

   d) coaches who are typically under the supervision of another coach; and

   e) officials.

   Level 3 – High Risk – *Registrants* involved in high-risk assignments who occupy positions of trust and/or authority, have a supervisory role, direct others, are involved with finances, and who have frequent or unsupervised access to *Vulnerable Registrants*. Examples include:

   a) *Athlete Support Personnel*;

b) full-time coaches;

c) *Athlete Support Personnel* who travel with *Athletes*; and

d) *Athlete Support Personnel* who could be alone with *Athletes*.

Screening Committee

4. The implementation of this policy is the responsibility of the Screening Committee which is a committee composed of either one (1) or three (3) individuals. NWTKA will ensure that the members appointed to the Screening Committee possess the requisite skills, knowledge, and abilities to accurately screen documents and render decisions under this policy.

5. The Screening Committee is responsible for reviewing all documents submitted and based on the review, making decisions regarding the appropriateness of individuals filling positions within NWTKA. In carrying out its duties, the Screening Committee may consult with independent experts, including lawyers, police, risk management consultants, volunteer screening specialists, or any other person.

6. Nothing in this policy restricts or limits the Screening Committee from requesting that the individual attend an interview with the Screening Committee if the Screening Committee considers that an interview is appropriate and necessary to screen the individual's application.

7. Nothing in this policy restricts or limits the Screening Committee from requesting the individual's authorization to contact any professional, sporting, or other organization to assess the individual's suitability for the position that they are seeking. The Screening Committee may also request further information from the individual on more than one occasion, subject to the individual's right to insist that the Screening Committee decide based on the information before it.

8. The Screening Committee may, where appropriate, draw an adverse inference from an individual's failure to provide information or answer queries.

9. When assessing an individual's screening application, the Screening Committee shall determine whether there is reason to believe that the individual may pose a risk to NWTKA or to another individual.

10. An individual having been previously penalized for a prior offence shall not prevent the Screening Committee from considering that offence as part of the individual's screening application.

11. If the Screening Committee determines based on the individual's screening application, in addition to any further material received by it, that the individual does not pose a risk to

the *Members* of NWTKA, the Screening Committee shall approve the individual's application, subject to the Screening Committee's right to impose conditions.

12. In the case of a decision denying an application or approving an application with conditions, a copy of the decision shall be provided to the applicant and to the Board of Directors of NWTKA, which may disseminate the decision as they see fit to best fulfil the mandate of NWTKA.

13. A *Registrant* whose screening application has been denied or revoked may not re-apply to participate in the programs or activities of NWTKA for two (2) years from the date the rejected application was made.

Screening Requirements

14. A Screening Requirements Matrix is provided as **Appendix A**.

15. It is the policy of NWTKA that when an individual is first engaged by the organization:

    a) Level 1 individuals will:

        i. complete an Application Form (**Appendix B**);

        ii. complete a Screening Disclosure Form (**Appendix C**); and

        iii. participate in training, orientation, and monitoring as described in the Screening Requirements Matrix (**Appendix A**).

    b) Level 2 individuals will:

        i. complete an Application Form (**Appendix B**);

        ii. complete a Screening Disclosure Form (**Appendix C**);

        iii. complete and provide an *E-PIC*;

        iv. provide one letter of reference related to the position;

        v. participate in training, orientation, and monitoring as described in the Screening Requirements Matrix (**Appendix A**); and

        vi. provide a driver's abstract, if requested.

    c) Level 3 individuals will:

        i. complete an Application Form (**Appendix B**);

        ii. complete a Screening Disclosure Form (**Appendix C**);

iii. complete and provide an *E-PIC* and a *VSC*;

iv. provide one letter of reference related to the position; and

v. participate in training, orientation, and monitoring as described in the Screening Requirements Matrix (**Appendix A**).

vi. Provide a driver's abstract, if requested.

d) If an individual subsequently receives a charge, conviction for, or is found guilty of, an offence they will report this circumstance immediately to NWTKA. Additionally, the individual will inform NWTKA of any changes in their circumstance that would alter their original responses in their Screening Disclosure Form.

e) If NWTKA learns that an individual has provided false, inaccurate, or misleading information, the individual will immediately be removed from their position and may be subject to further discipline in accordance with the *Sport Integrity and Complaints Policy.*

Minors

16. For the purposes of this policy, NWTKA defines a *Minor* as someone who is younger than 18 years of age. When screening *Minor*, NWTKA will:

a) not require the *Minor* to obtain a *VSC* or *E-PIC*; and

b) in lieu of obtaining a *VSC* or *E-PIC*, require the *Minor* to submit up to two (2) additional letters of reference.

17. Notwithstanding the above, NWTKA may ask a *Minor* to obtain a *VSC* or *E-PIC* if NWTKA suspects the Minor has an adult conviction and therefore has a criminal record. In these circumstances, NWTKA will be clear in its request that it is not asking for the *Minor's* youth record. NWTKA understands that they may not request to see a *Minor's* youth record.

Renewal

18. Unless the Screening Committee determines, on a case-by-case basis, to modify the submission requirements, individuals who are required to submit an *E-PIC*, Screening Disclosure Form, or Screening Renewal Form, are required to submit the documents as follows:

    a) an *E-PIC* every three (3) years;

    b) a Screening Disclosure Form every three (3) years;

    c) a Screening Renewal Form (**Appendix D**) every year; and

    d) a *Vulnerable Sector Check* once.

19. At any time, including after either the submission of an individual's application or its approval (with or without conditions), the Screening Committee may re-open an individual's file for additional screening if it is advised of new information that, in the discretion of NWTKA, could affect the assessment of the individual's suitability for participation in the programs or activities of NWTKA, or the individual's interactions with other individuals involved with NWTKA.

Orientation, Training, and Monitoring

20. The type and amount of orientation, training, and monitoring will be based on the individual's level of risk, at the discretion of NWTKA.

21. Orientation may include, but is not limited to, introductory presentations, facility tours, equipment demonstrations, parent/*Athlete* meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or initial period of engagement.

22. Training may include, but is not limited to, certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.

23. At the conclusion of orientation and training, the individual may be required to acknowledge, in written form, that they have received and completed the orientation and training (**Appendix E**).

24. Monitoring may include, but is not limited to, written or oral reports, observations, tracking, electronic surveillance (e.g., facility security cameras), and site visits.

How to Obtain an E-PIC or VSC

25. An *E-PIC* may be obtained online via http://www.backcheck.net/e-pic.htm.

26. *Registrants* may only obtain a *VSC* by visiting an RCMP office or police station, submitting two (2) pieces of government-issued identification (one of which must have a photo), and completing any required paperwork. Fees may also be required.

27. Fingerprinting may be required if there is a positive match with the individual's gender and birth date.

28. NWTKA understands that it may be required to assist an individual with obtaining a *VSC*. A Request for *VSC* (**Appendix F**) may need to be submitted or other documentation may need to be completed that describes the nature of NWTKA and the individual's role with *Vulnerable Registrants*.

Procedure

29. Screening documents must be submitted to the Screening Committee.

30. An individual who refuses or fails to provide the necessary screening documents will be ineligible to volunteer or apply for the position sought. The individual will be informed that their application and/or position will not proceed until such time as the screening documents are submitted.

31. NWTKA understands that there may be delays in receiving the results of an *E-PIC* or a *VSC*. At the discretion of NWTKA, an individual may be permitted to participate in the role during the delay. This permission may be withdrawn at any time and for any reason.

32. NWTKA recognizes that different information will be available depending on the type of screening document that the individual has submitted. For example, an *E-PIC* may show details of a specific offence, or not, and/or a *VSC* may be returned with specific information or simply a notification indicating 'cleared' or 'not cleared'. The Screening Committee will use its expertise and discretion when making decisions based on the screening documents that have been submitted.

33. Following the review of the screening documents, the Screening Committee will decide:

    a) the individual has passed screening and may participate in the desired position;

    b) the individual has passed screening and may participate in the desired position with conditions;

    c) the individual has not passed screening and may not participate in the desired position; or

    d) more information is required from the individual.

34. In making its decision, the Screening Committee will consider the type of offence, date of offence, and relevance of the offence to the position sought.

35. The Screening Committee may decide that an individual has not passed screening if the screening documentation reveals any of the following:

    a) if imposed in the last three (3) years:

        i. any offence involving the use of a motor vehicle, including but not limited to, impaired driving;

        ii. any offence of assault, physical or psychological violence;

        iii. any offence involving trafficking or possession of illegal drugs;

        iv. any offence involving conduct against public morals; or

        v. any offence involving theft or fraud.

    b) if imposed at any time:

        i. any offence involving a *Minor* or *Minors*;

        ii. any offence involving the possession, distribution, or sale of any child-related pornography; or

        iii. any sexual offence.

Conditions and Monitoring

36. Excluding the incidents above which, if revealed, would cause the individual to not pass screening, the Screening Committee may determine that incidents revealed on an individual's screening documents may allow the individual to pass the screening process and participate in a desired position with *conditions* imposed. The Screening Committee shall have the sole and unfettered discretion to apply and remove conditions, determine the length of time for the imposition of conditions, and determine how adherence to conditions may be monitored.

Records

37. All records will be maintained in a confidential manner and will not be disclosed to others except as required by law, for use in legal, quasi-legal, or disciplinary proceedings.

38. The records kept as part of the screening process include but are not limited to:

    a) an individual's *Vulnerable Sector Check*;

    b) an individual's *E-PIC* (for a period of three (3) years);

    c) an individual's Screening Disclosure Form (for a period of three (3) years);

    d) an individual's Screening Renewal Form (for a period of one (1) year);

    e) records of any conditions attached to an individual's registration by the Screening Committee; and

    f) records of any discipline applied to any individual by NWTKA or by another sport organization.

Appendix A – Screening Requirements Matrix

Risk Level	Roles (Note Minor Exception Below)	Training Recommended/Required	Screening
Level 1 **Low Risk**	a) Parents, youth or volunteers acting in non-regular or informal basis	Recommended: ● Respect in Sport for Activity Leaders ● CAC Safe Sport Training	● Complete an Application Form (**Appendix B**) ● Complete a Screening Disclosure Form (**Appendix C**) ● Participate in training, orientation, and monitoring as determined by NWTKA
Level 2 Medium Risk	a) *Athlete Support Personnel* b) Non-coach employees or managers c) Directors d) Coaches who are typically under supervision of another coach. e) Officials	Recommended based on role: ● Respect in Sport for Activity Leaders ● Commit to Kids Required: ● CAC Safe Sport Training ● NCCP – Making Headway in Sport	● Level 1 Requirements ● Complete and provide an *E-PIC* ● Provide one (1) letter of reference related to the position, if requested ● Provide a driver's abstract, if requested
Level 3 **High Risk**	a) Full Time Coaches b) Coaches who travel with *Athletes* c) Coaches who could be alone with *Athletes*	Recommended based on role: ● Respect in Sport for Activity Leaders ● Commit to Kids Required: ● MED Certified	● Level 2 Requirements ● Provide a *VSC*

Minor

For the purposes of this policy, NWTKA defines a *Minor* as someone who is younger than 19 years old. When screening *Minor*, NWTKA will:

a) not require the *Minor* to obtain a *VSC* or *E-PIC*; and

b) in lieu of obtaining a *VSC* or *E-PIC*, require the *Minor* to submit up to two (2) additional letters of reference.

Appendix B – Application Form

Note: Registrants who are applying to volunteer or work within certain positions with NWTKA must complete this Application Form. Registrants need to complete an Application Form once for the position sought. If the individual is applying for a new position within NWTKA, a new Application Form must be submitted.

NAME: _____

First Middle Last

CURRENT PERMANENT ADDRESS:

_____

Street City Territory Postal

DATE OF BIRTH: _____ **GENDER IDENTITY**: _____

Month/Day/Year

EMAIL: _____ **PHONE**: _____

POSITION SOUGHT: _____

By signing this document below, I agree to adhere to the policies and procedures of NWTKA, including but not limited to, the *Code of Conduct and Ethics*, *Conflict of Interest Policy*, *Privacy Policy*, and *Screening Policy*. Policies are located at the following link: https://karatenwt.org/documents/

I recognize that I must pass certain screening requirements depending on the position sought, as outlined in the *Screening Policy*, and that the Screening Committee will determine my eligibility to volunteer or work in the position.

NAME (print): _____ **DATE**: _____

SIGNATURE: _____

Appendix C – Screening Disclosure Form

NAME: _____

First Middle Last

OTHER NAMES YOU HAVE USED: _____

CURRENT PERMANENT ADDRESS:

_____

Street City Territory Postal

DATE OF BIRTH: _____ **GENDER IDENTITY**: _____

Month/Day/Year

CLUB (if applicable): _____ **EMAIL**: _____

Note: Failure to disclose truthful information below may be considered an intentional omission and the loss of volunteer responsibilities or other privileges

1. **Have you been convicted of a crime? If so, please complete the following information for *each conviction*. Attach additional pages as necessary.**

Name or Type of Offence:
_____

Name and Jurisdiction of Court/Tribunal:
_____

Year Convicted: _____

Penalty or Punishment Imposed: _____

Further Explanation: _____

2. **Have you ever been disciplined or sanctioned including remedial measures or agreeing to a settlement by or through a process administered by a sport governing body or an independent body (e.g., sport organization, Abuse-Free Sport, *SIC*, private tribunal, government agency, etc.) or dismissed from a coaching or volunteer position? If so,**

please complete the following information for each disciplinary action or sanction. Attach additional pages as necessary.

Name of disciplining or sanctioning body: _____

Date of discipline, sanction, or dismissal: _____

Reasons for discipline, sanction, or dismissal: _____

Penalty, Remedial Measure or Punishment Imposed: _____

Further Explanation: _____

3. Are criminal charges or any other sanctions, including those from a sport body, private tribunal or government agency, currently pending or threatened against you? If so, please complete the following information for each pending charge or sanction. Attach additional pages as necessary.

Name or Type of Offence: _____

Name and Jurisdiction of Court/Tribunal: _____

Name of disciplining or sanctioning body: _____

Further Explanation: _____

PRIVACY STATEMENT

By completing and submitting this Screening Disclosure Form, I consent and authorize NWTKA to collect, use and disclose my *Personal Information*, including all information provided on the Screening Disclosure Form as well as my *Enhanced Police Information Check* and/or *Vulnerable Sector Check* (when permitted by law) for the purposes of screening, implementation of the *Screening Policy*, administering membership services, and communicating with national sport organizations, territorial sport organizations, club members or school members, and other organizations involved in the governance of sport. NWTKA does not distribute *Personal Information* for commercial purposes.

CERTIFICATION

I hereby certify that the information contained in this Screening Disclosure Form is accurate, correct, truthful and complete.

I further certify that I will immediately inform NWTKA of any changes in circumstances that

would alter my original responses to this Screening Disclosure Form. Failure to do so may result in the withdrawal of volunteer responsibilities or other privileges and/or disciplinary action.

NAME (print): _____ **DATE**: _____

SIGNATURE: _____

Appendix D – Screening Renewal Form

NAME: _____

First Middle Last

CURRENT PERMANENT ADDRESS:

_____

Street City Territory Postal

DATE OF BIRTH: _____ **GENDER IDENTITY**: _____

Month/Day/Year

EMAIL: _____ **PHONE**: _____

By signing this document below, I certify that there have been no changes to my criminal record since I last submitted an *Enhanced Police Information Check* and/or *Vulnerable Sector Check* and/or Screening Disclosure Form and/or Driver's Abstract ("Personal Document") to NWTKA. I further certify that there are no outstanding charges and warrants, judicial orders, peace bonds, probation or prohibition orders, or applicable non-conviction information, and there have been no absolute and conditional discharges.

I agree that any Personal Document that I would obtain or submit on the date indicated below would be no different than the last Personal Document that I submitted to NWTKA. I understand that, if there have been any changes or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Personal Document to NWTKA's Screening Committee instead of this form.

I recognize that, if there have been changes to the results available from any Personal Document and if I submit this form improperly, then I am subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee.

NAME (print): _____ **DATE**: _____

SIGNATURE: _____

Appendix E – Volunteer Orientation and Training Acknowledgment Form

1. I have the following role(s) with NWTKA (circle as many as apply):

   Parent/Guardian Coach Director/Volunteer

   Athlete Official Committee Member

   Other

2. As an individual affiliated with NWTKA, I acknowledge I have received completed the following orientation and training:

Name of Training or Orientation: _____

Instructor: _____ Date Completed: _____

Name of Training or Orientation: _____

Instructor: _____ Date Completed: _____

Name of Training or Orientation: _____

Instructor: _____ Date Completed: _____

NAME (print): _____ **DATE**: _____

SIGNATURE: _____

Appendix F – Request for Vulnerable Sector Check

INTRODUCTION

NWTKA is requesting a *Vulnerable Sector Check* for _____ [insert individual's full name] who identifies as a _____ [insert gender identity] and who was born on _____ [insert birthdate].

DESCRIPTION OF ORGANIZATION

NWTKA is a not-for-profit territorial organization for the sport of [INSERT SPORT] in the Northwest Territories.

[Insert additional description]

DESCRIPTION OF ROLE

_____ [insert individual's name] will be acting as a _____ [insert individual's role]. In this role, the individual will have access to vulnerable individuals.

[Insert additional information re: type and number of vulnerable individuals, frequency of access, etc.]

CONTACT INFORMATION

If more information is required, please contact NWTKA:

[Insert contact information]

Signed: _____ Date: _____

Privacy Policy

General

1. Background – Privacy of *Personal Information* is governed by the federal *Personal Information Protection and Electronics Documents Act* ("PIPEDA"). This policy describes the way that NWTKA collects, uses, safeguards, discloses, and disposes of *Personal Information*, and states NWTKA's commitment to collecting, using, and disclosing *Personal Information* responsibly. This policy is based on the standards required by PIPEDA and NWTKA's interpretation of these responsibilities.

2. Purpose – The purpose of this policy is to govern the collection, use and disclosure of *Personal Information* during commercial activities in a manner that recognizes the right to privacy of *Registrants* with respect to their *Personal Information* and the need of NWTKA to collect, use or disclose *Personal Information*.

Application of this Policy

3. Application – This Policy applies to *Representatives* in connection to *Personal Information* that is collected, used, or disclosed during any *Commercial Activity* related to NWTKA.

4. Ruling on Policy – Except as provided in the *Act*, the Board of Directors of NWTKA will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

Obligations

5. Statutory Obligations – NWTKA is governed by the *Personal Information Protection, Electronic Documents Act* in matters involving the collection, use and disclosure of *Personal Information*.

6. Additional Obligations – In addition to fulfilling all requirements of the *Act*, NWTKA and its *Representatives* will also fulfill the additional requirements of this Policy. *Representatives* of NWTKA will not:

    a) disclose *Personal Information* to a third *Party* during any business or transaction unless such business, transaction or other interest is properly consented to in accordance with this Policy;

    b) knowingly place themselves in a position where they are under obligation to any organization to disclose *Personal Information*;

    c) in the performance of their official duties, disclose *Personal Information* to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest;

d) derive personal benefit from *Personal Information* that they have acquired during the course of fulfilling their duties with NWTKA; or

e) accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of *Personal Information*.

Accountability

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

NWTKA

Email: info@karatenwt.org

8. Duties – The Privacy Officer will:

a) implement procedures to protect *Personal Information*;

b) establish procedures to receive and respond to complaints and inquiries;

c) record all persons having access to *Personal Information*;

d) ensure any third-party providers abide by this Policy; and

e) train and communicate to staff information about NWTKA's privacy policies and practices.

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

Identifying Purposes

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

Communications:

a) Sending communications in the form of e-news or a newsletter with content related to NWTKA programs, *Sanctioned Events*, fundraising, activities, discipline, appeals, and other pertinent information;

b) Publishing articles, media relations and postings on NWTKA's website, displays or posters;

c) Award nominations, biographies, and media relations;

d) Communication within and between *Representatives*;

e) Discipline results and long-term suspension list;

f) Checking residency status; or

g) Posting images, likeness or other identifiable attributes to promote NWTKA.

Registration, Database Entry and Monitoring:

a) Registration of programs, *Sanctioned Events* and activities;

b) *SIC* Database and/or Public Registry entry;

c) Database entry at the Coaching Association of Canada and to determine level of coaching certification coaching qualifications and coach selection;

d) Database entry to determine level of officiating certification and qualifications;

e) Determination of eligibility, age group and appropriate level of play/competition;

f) *Athlete* registration, outfitting uniforms, and various components of *Athlete* and team selection;

g) Technical monitoring, officials training, educational purposes, sport promotion, and media publications;

h) Selection;

i) Implementation of classification; or

j) Technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion.

Sales, Promotions and Merchandising:

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

b) Promotion and sale of merchandise.

General:

a) Travel arrangement and administration;

b) Implementation of NWTKA's screening program;

c) Medical emergency, emergency contacts or reports relating to medical or emergency issues;

d) Determination of membership demographics and program wants and needs;

e) Managing insurance claims and insurance investigations;

f) Video recording and photography for personal use, and not commercial gain, by spectators, parents, and friends;

g) Video recording and photography for promotional use, marketing and advertising by NWTKA; or

h) Payroll, honorariums, company insurance and health plans.

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

Consent

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

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

14. Withdrawal – An individual may declare to the Privacy Officer in writing to withdraw consent to the collection, use or disclosure of *Personal Information* at any time, subject to

legal or contractual restrictions, including under the *CSSP Consent Form*. NWTKA will inform the *Registrant* of the implications of such withdrawal.

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

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

    a) it is clearly in the *Registrant's* interests and consent is not available in a timely way;

    b) knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal or territorial law;

    c) the information is for media or journalistic purposes; or

    d) the information is publicly available as specified in the *Act*.

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

    a) if NWTKA has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, territorial or foreign law and the information is used for that investigation;

    b) for an emergency that threatens an individual's life, health or security;

    c) to aggregate information for statistical or scholarly study or research;

    d) if it is publicly available as specified in the *Act;*

    e) if the use is clearly in the individual's interest and consent is not available in a timely way; or

    f) if knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal or territorial law.

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

    a) to a lawyer representing NWTKA;

    b) to collect a debt the individual owes to NWTKA;

c) to comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction;

d) to a government institution that has requested the information, identified its lawful authority, and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, territorial or foreign law; or that suspects that the information relates to national security or the conduct of international affairs; or is for the purpose of administering any federal or territorial law;

e) to an investigative body named in the *Act* or government institution on NWTKA's initiative when NWTKA believes the information concerns a breach of an agreement, or a contravention of a federal, territorial, or foreign law, or suspects the information relates to national security or the conduct of international affairs;

f) to an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal or territorial law;

g) in an emergency threatening an individual's life, health, or security (NWTKA must inform the individual of the disclosure);

h) to aggregate information for statistical, scholarly study or research;

i) to an archival institution;

j) 20 years after the individual's death or 100 years after the record was created;

k) if it is publicly available as specified in the regulations; or

l) if otherwise required by law.

Limiting Collection, Use, Disclosure and Retention

19. Limiting Collection, Use and Disclosure – NWTKA shall not collect, use or disclose *Personal Information* indiscriminately. Information collected will be for the purposes specified in this Policy, except with the consent of the individual or as required by law.

20. Retention Periods – *Personal Information* shall be retained as long as reasonably necessary to enable participation in NWTKA, to maintain accurate historical records and/or as may be required by law.

21. Destruction of Information – Documents shall be destroyed by way of shredding and electronic files will be deleted in their entirety.

Safeguards

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

Breaches

23. Breaches – NWTKA is required to report breaches of its security safeguards and any unauthorized disclosure of, or access to, *Personal Information* to the Office of the Privacy Commissioner if the breach, disclosure, or access may pose a "real risk of significant harm" to an individual. A "real risk of significant harm" is defined as: "*Bodily harm, humiliation, damage to reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the credit record and damage to or loss of property".*

24. Reporting – NWTKA will report the breach or unauthorized access or disclosure to the Office of the Privacy Commissioner in the form and format specified by the Office of the Privacy Commissioner or will be subject to financial penalties.

25. Records and Notification – In addition to reporting the breach or unauthorized access or disclosure, NWTKA will keep records of the breach and inform affected individuals.

Individual Access

26. Access – Upon written request, and with assistance from NWTKA, an individual may be informed of the existence, use and disclosure of his or her *Personal Information* and shall be given access to that information. Further, an individual is entitled to be informed of the source of the *Personal Information* along with an account of third *Parties* to whom the information has been disclosed.

27. Response – Requested information shall be disclosed to the individual within thirty (30) *days* of receipt of the written request at no cost to the individual, or at nominal costs relating to photocopying expenses, unless there are reasonable grounds to extend the time limit.

28. Denial – An individual may be denied access to his or her *Personal Information* if the information:

    a) cannot be disclosed for legal, security, or commercial proprietary purposes; or

    b) is subject to solicitor-NWTKA privilege or litigation privilege.

29. Reasons – Upon refusal, NWTKA shall inform the individual the reasons for the refusal and the associated provisions of the *Act*.

30. Identity – Sufficient information shall be required to confirm an individual's identity prior to providing that individual an account of the existence, use, and disclosure of *Personal Information*.

Challenging Compliance

31. Challenges – An individual shall be able to challenge compliance with this Policy and the *Act* to the designated individual accountable for compliance.

32. Procedures – Upon receipt of a complaint NWTKA shall:

    a) record the date the complaint is received;

    b) notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;

    c) acknowledge receipt of the complaint by way of written communication and clarify the nature of the complaint within three (3) *days* of receipt of the complaint;

    d) appoint an investigator using Organization personnel or an independent investigator, who shall have the skills necessary to conduct a fair and impartial investigation and shall have unfettered access to all relevant file and personnel, within ten (10) *days* of receipt of the complaint;

    e) Upon completion of the investigation and within twenty-five (25) *days* of receipt of the complaint, the investigator will submit a written report to NWTKA; and

    f) Notify the *Complainant* to the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures within thirty (30) *days* of receipt of the complaint.

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

    a) disclosed to the commissioner that NWTKA has contravened or is about to contravene the *Act*;

    b) has done or stated an intention of doing anything that is required to be done in order to avoid having any person contravene the *Act*; or

    c) has refused to do or stated an intention of refusing to do anything that is in contravention of the *Act*.

IP Address

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

Applicable Law

35. Applicable Law – NWTKA website is created and controlled by NWTKA in the Northwest Territories. As such, the laws of the territory of the Northwest Territories shall govern these disclaimers, terms, and conditions.

Whistleblower Policy

Purpose

1. NWTKA is committed to fostering an environment conducive to open communication regarding the business practices of NWTKA and to protecting *Workers* from unlawful retaliation and discrimination for their having properly disclosed or reported illegal or unethical conduct.

2. To further this commitment, this Policy:

    a) establishes guidance for the receipt, retention and treatment of verbal or written reports received by NWTKA from a *Worker* regarding actions that (i) are illegal, unethical or contrary to NWTKA's policies in respect of accounting, internal controls, disclosure, or business practices or (ii) constitute discrimination, *Harassment*, violence or abuse against a *Worker* by a director or another *Worker*;

    b) provides *Workers* who make a report with a means to make reports in a confidential and anonymous manner; and

    c) demonstrates NWTKA's intention to discipline any person who commits an act of retaliation or reprisal against a *Worker* up to and including termination of employment for just cause, in the case of employees.

Application

3. This policy only applies to *Workers* who observe, or experience incidents of wrongdoing committed by directors or by other *Workers*.

4. Incidents of wrongdoing or misconduct observed or experienced by *Registrants*, volunteers, spectators, parents of *Registrants*, or other individuals not employed or contracted by NWTKA can be reported under the terms of the *Sport Integrity and Complaints Policy* and/or reported to the Organization's Board of Directors or senior staff person to be handled under the terms of the individual *Worker's* Employment Agreement or Contractor Agreement, as applicable, and/or NWTKA's policies for human resources.

5. Matters reported under the terms of this policy may be referred to be heard under the *Sport Integrity and Complaints Policy*, at the discretion of the Compliance Officer.

6. Any violation of this Policy that may be considered "*Prohibited Behaviour*" or "*Maltreatment*" (as defined in the *UCCMS*) when the *Respondent* is a *Registrant* who has been designated by a *CSSP Sport Organization* as a *CSSP Participant*, will be handled pursuant to the policies and procedures of the *CSSP* Rules, subject to the rights of NWTKA as set out in the *Sport Integrity and Complaints Policy* and any applicable *Workplace* policies.

Wrongdoing

7. Wrongdoing can be defined as:

    a) violating the law;

    b) intentionally or seriously breaching of the *Code*;

    c) committing or ignoring risks to the life, health, or safety of a *Registrant*, volunteer, *Worker*, or other individual;

    d) directing an individual or *Worker* to commit a crime, serious breach of a policy, or other wrongful act; or

    e) fraud.

Pledge

8. NWTKA pledges not to dismiss, penalize, discipline, or retaliate or discriminate against any *Worker* who discloses information or submits, in good faith, a report against another *Worker* or director under the terms of this policy.

9. Any individual affiliated with NWTKA who breaks this **Pledge** will be subject to disciplinary action.

Reporting Wrongdoing

10. A *Worker* who believes that a director or another *Worker* has committed an act of wrongdoing should prepare a report that includes the following:

    a) a written description of the act or actions that comprise the alleged wrongdoing, including the date and time of the action(s);

    b) the identities and roles of other individuals or *Workers* (if any) who may be aware of, affected by, or complicit in, the wrongdoing;

    c) why the act or action should be considered to be wrongdoing; and

    d) how the wrongdoing affects the *Worker* submitting the report (if applicable).

Authority

11. The following Compliance Officer has been appointed to receive reports made under this policy:

Vice President

12. After receiving the report, the Compliance Officer has the responsibility to:

    a) assure the *Worker* of the **Pledge**;

    b) connect the *Worker* to the Alternate Liaison if the individual feels that they cannot act in an unbiased or discrete manner due to the individual's role with NWTKA and/or the content of the report;

    c) determine if the report is frivolous, vexatious, or not submitted in good faith (e.g., the submission of the report is motivated by personal interests and/or the content of the report is obviously false or malicious) and, if so, inform the *Worker* that no action will be taken on the report and the reasons why the report has been considered frivolous, vexatious, or not in good faith;

    d) determine if the *Whistleblower Policy* applies or if the matter should be handled under the *Sport Integrity and Complaints Policy* or the *CSSP*;

    e) determine if the local police service should be contacted;

    f) determine if mediation or alternative dispute resolution can be used to resolve the issue;

    g) determine if NWTKA's president and/or senior staff person should or can be notified of the report; and

    h) begin an investigation.

Alternate Liaison

13. If the *Worker* feels that the Compliance Officer is unable to act in an unbiased or discrete manner due to the individual's role with NWTKA and/or the content of the report, the *Worker* should contact the following individual who will act as an independent liaison between the *Worker* and the Compliance Officer:

Sport North Official

14. The Alternate Liaison will not disclose the *Worker's* identity to the Compliance Officer or to anyone affiliated with NWTKA without the *Worker's* consent.

15. A *Worker* who is unsure if they should submit a report, or who does not want to have their identity known, may contact the Alternate Liaison for informal advice about the process.

Investigation

16. If the Compliance Officer determines that an investigation should be launched, the Compliance Officer may decide to contract an external investigator. In such cases, NWTKA's president and/or senior staff person may be notified that an investigation conducted by an external investigator is necessary without the nature of the investigation, content of the report, or identity of the *Worker* who submitted the report being disclosed. NWTKA's president and/or senior staff person may not unreasonably refuse the decision to contract an external investigator.

17. An investigation launched by the Compliance Officer, Alternate Liaison or by an external investigator should, generally, take the following form:

    a) follow-up interview with the *Worker* who submitted the report;

    b) identification of *Workers*, *Registrants*, volunteers or other individuals that may have been affected by the wrongdoing;

    c) interviews with such-affected individuals;

    d) interview with the director(s) or *Worker(s)* against whom the report was submitted; and

    e) interview with the supervisor(s) of the *Worker(s)* against whom the report was submitted, if applicable.

18. The investigator will prepare an Investigator's Report – omitting names whenever possible and striving to ensure confidentiality – that will be submitted to NWTKA's president and/or senior staff person for review and action.

Decision

19. Within fourteen (14) *days* after receiving the Investigator's Report, NWTKA's president and/or senior staff person will take corrective action, as required. Corrective action may include, but is not limited to including:

    a) enacting and/or enforcing policies and procedures aimed at eliminating the wrongdoing or further opportunities for wrongdoing;

    b) revision of job descriptions; or

c) discipline, suspension, termination, or other action as permitted by the by-laws, territorial employment legislation, applicable policies for human resources, and/or the *Worker's* Employment Agreement or Contractor Agreement.

20. The corrective action, if any, will be communicated to the investigator who will then inform the *Worker* who submitted the report.

21. Decisions made under the terms of this policy may be appealed under the terms of the *Appeal Policy* provided that:

    a) if the *Worker* who submitted the initial report is appealing the decision, the *Worker* understands that their identity must be revealed if they submit an appeal; and

    b) if the director or *Worker* against whom the initial report was submitted is appealing the decision, the *Worker* or director understands that the identity of the *Worker* who submitted the report will not be revealed and that NWTKA will act as the *Respondent*.

Confidentiality

22. Confidentiality at all stages of the procedures outlined in this policy – from the initial report to the final decision – is the goal for all individuals (the *Worker*, the *Worker(s)*, or director(s) against whom the report is submitted, and the individuals interviewed during the investigation). An individual who intentionally breaches the confidentiality clause of this policy will be subject to disciplinary action.

23. In all stages of the investigation, the investigator will take every precaution to protect the identity of the *Worker* who submitted the report and/or the specific nature of the report itself. However, NWTKA recognizes that there are some instances where the nature of the report and/or the identity of the *Worker* who submitted the report will or may be inadvertently deduced by individuals participating in the investigation.

Reciprocation Policy

Purpose

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

Application

2. This policy applies to all *Members*.

Responsibilities

3. NWTKA will:

    a) provide copies of discipline and appeal decisions to Karate Canada;

    b) for discipline decisions provided to NWTKA by *Members*, determine per the *Sport Integrity and Complaints Policy* whether to initiate further action against the individual(s) named in the decision; and

    c) recognize and enforce the disciplinary sanctions imposed by *Members*.

4. *Members* will:

    a) provide copies of discipline and appeal decisions involving *Registrants* to NWTKA;

    b) recognize and enforce the disciplinary sanctions and measures imposed by NWTKA and/or the *SIC* related to the *CSSP*;

    c) update their registration documents to appropriate reflect the publication and requirements of the reciprocation procedures; and

    d) update their governing documents to reference the reciprocation procedures described herein.

Sanctioned Event Discipline Procedure

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

Purpose

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

Scope and Application

2. This Procedure will be applied to all *Sanctioned Events* designated by NWTKA as using this Procedure.

3. If the *Sanctioned Event* is being sanctioned by an organization other than NWTKA (e.g., by Karate Canada, host society or by an international federation), the procedures for *Sanctioned Event* discipline adopted by the host organization will replace this procedure, which may include the *CSSP* Rules.

4. Incidents involving *Registrants* connected with NWTKA (such as *Athletes*, *Athlete Support Personnel*, and directors and officers) must be reported by the head coach or team representative to NWTKA to be addressed under the *Sport Integrity and Complaints Policy,* if necessary.

5. This Procedure does not replace or supersede the *Sport Integrity and Complaints Policy*. Instead, this Procedure works in concert with the *Sport Integrity and Complaints Policy* by outlining, for a designated person with authority at a *Sanctioned Event* sanctioned by NWTKA, the procedure for taking immediate corrective action in the event of a possible violation of the *Code.*

Misconduct During Events

6. Incidents that violate or potentially violate the *Code* or any additional applicable conduct standards*,* which can occur during a competition, away from the area of competition, or between *Parties* connected to the *Sanctioned Event*, shall be reported to the designated person (usually the chief official) responsible at the *Sanctioned Event*.

7. The designated person at the *Sanctioned Event* shall use the following procedure to address the incident that violated or potentially violated the *Code*:

    a) Notify the involved *Parties* that there has been an incident that violated or potentially violated the *Code;*

b) Convene an Event Discipline Panel of either one (1) person or three (3) people (one of whom shall be designated the Chairperson), who shall not be in a conflict of interest or involved in the original incident, to determine whether the *Code* has been violated;

c) The Event Discipline Panel may interview and secure statements from any witnesses to the alleged violation;

d) If the violation occurred during a competition, interviews may be held with the officials who officiated or observed the competition and with the coaches and captains of each team when necessary and appropriate;

e) The Event Discipline Panel will attempt to secure a statement from the person(s) accused of the violation;

f) The Event Discipline Panel will render a decision and determine a possible penalty; and

g) The Chairperson of the Event Discipline Panel will inform all *Parties* of the Event Discipline Panel's decision.

8. The penalty determined by the Event Discipline Panel may include any of the following, singularly or in combination:

a) oral or written warning;

b) oral or written reprimand;

c) suspension from future competitions at the *Sanctioned Event*;

d) ejection from the *Sanctioned Event*; or

e) other appropriate penalty as determined by the Event Discipline Panel.

9. The Event Discipline Panel does not have the authority to determine a sanction that exceeds the duration of the *Sanctioned Event*.

10. A full written report of the incident and the Event Discipline Panel's decision shall be submitted to NWTKA by the Chair of the Event Discipline Panel following the conclusion of the *Sanctioned Event*.

11. A complaint and further discipline may then be applied in accordance with the *Sport Integrity and Complaints Policy*, if necessary.

12. Decisions made pursuant to this Procedure may not be appealed.

13. This Procedure does not prohibit other *Registrants* from reporting the same incident to NWTKA to be addressed as a formal complaint under the *Sport Integrity and Complaints Policy* and/or as a report through the *CSSP* process, if applicable.

14. NWTKA shall record and maintain records of all reported incidents. Decisions by the Event Discipline Panel may be published according to the Publication Guidelines.

Timelines

15. The procedures outlined in this Procedure are *Sanctioned Event*-specific and therefore shall be exercised and implemented as soon as it is reasonable to do so. The final decision of the Event Discipline Panel must be reached and communicated to the *Parties* prior to the conclusion of the *Sanctioned Event* for it to be effective.

16. Decisions issued by the Event Discipline Panel after the conclusion of the *Sanctioned Event* will not be enforceable.

Diversity, Equity, and Inclusion Policy

Purpose

1. NWTKA is committed to encouraging *Diversity*, *Equity* and *Inclusion* in its administration, policies, programs, and activities.

2. The purpose of this policy is to ensure that NWTKA provides *Under-Represented Groups* with a full and equitable range of opportunities to participate and lead.

General

3. NWTKA will:

    a) provide this policy to all *Registrants* and provide education on the importance of *Diversity*, *Equity*, and *Inclusion* and what this entails in terms of practices, policies, procedures, and norms of behaviour;

    b) provide registration forms and other documents that allow:

        i. the *Registrant* to indicate their gender identity and expression, rather than their sex or gender;

        ii. the *Registrant* to abstain from indicating a gender identity with no consequence to the individual;

        iii. the *Registrant* to indicate their pronoun(s); and

        iv. the *Registrant* to indicate their preferred name.

    c) maintain organizational documents and NWTKA's website in a manner that promotes inclusive language and images;

    d) refer to *Registrants* by their preferred name and their pronoun(s);

    e) work with *Under-Represented Groups* on the implementation, monitoring and/or modification of this policy;

    f) when NWTKA has the authority to determine *Registrants*' use of washrooms, change rooms, and other facilities, NWTKA will permit individuals to use the facilities of their gender identity;

    g) ensure uniforms and dress codes that respect a *Registrant's* gender identity and gender expression;

    h) support *Inclusion*, *Equity*, and access for *Under-Represented Groups*; and

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

Programming

4. NWTKA is committed to creating and supporting programs that address *Diversity*, *Equity*, and *Inclusion* in sport. For example, NWTKA will:

   a) ensure that the achievement of equitable opportunities is a key consideration when developing, updating, or delivering NWTKA's programs and policies;

   b) ensure that *Registrants* from *Under-Represented Groups* have no barriers to participation in NWTKA's programs, training, and coaching opportunities;

   c) create and support new programming that specifically addresses *Diversity*, *Equity*, and *Inclusion*;

   d) monitor and evaluate the success of its *Diversity*, *Equity*, and *Inclusion* programming;

   e) fund programs and services equitably;

   f) encourage *Under-Represented Groups* to act as role models for young *Registrants*;

   g) create opportunities to advance the number and levels of women in coaching; and

   h) when planning educational sessions, consider a balance of presenters from all gender identities.

Staff, Board of Directors, Committees

5. NWTKA will:

   a) strive to achieve gender balance in the appointment of all committees, task forces and other decision-making or decision-influencing bodies, and in seeking nominations for and appointments to the Board;

   b) include gender equity as a stated value that is accepted and promoted on nominating and selection committees;

   c) ensure equal opportunities exist for all staff to receive professional development to move towards senior levels of decision-making;

   d) develop, update, and deliver all policies, programs and services ensuring the concerns and needs of *Under-Represented Groups* are identified, promoted, and supported; and

   e) deal with any incidence of discriminatory behaviour according to NWTKA's *Code*.

Media Relations

6. NWTKA will:

   a) strive to ensure that *Under-Represented Groups* are portrayed equitably in promotional materials and official publications, and that gender-neutral language is used in all communications;

   b) produce all written and visual materials in a gender-inclusive manner;

   c) develop a communication plan that strives to give media visibility to *Under-Represented Groups*; and

   d) use gender-appropriate or gender-neutral language and positive, active visuals in all publications, graphics, videos, posters and on websites.

Human Resource Management

7. As part of its commitment to the use of equitable human resource management practices, NWTKA will:

   a) adopt, when possible, work practices such as flex-time, job-sharing, and home-based offices;

   b) provide a physically accessible *Workplace* environment;

   c) use non-discriminatory interview techniques;

   d) provide opportunities for all staff to advance to senior decision-making levels and receive equitable remuneration;

   e) publicly declare NWTKA to be an equal opportunity employer and respect and implement the principle of pay equity in relation to salaried and contract employees; and

   f) when appropriate, make available access to Employee Assistance counselling.

Ongoing Commitment to Diversity, Equity and Inclusion

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

Evaluation

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

Concussion Policy and Code

Preamble

1. The *Concussion* Policy and *Code* (the "Policy") is based on the 6th Consensus Statement on *Concussion* in Sport, released in June 2023, and *Rowan's Law*.[8]

2. *Rowan's Law* imposes three obligations on sporting organizations:

   a) Receive an acknowledgment from *Registrants* who are under 26 years of age, parents of *Athletes* under 18, as well as their coaches, team trainers (including *Athlete Support Personnel*) and officials that they have reviewed the published *Concussion* awareness resources;

   b) Establish a *Concussion Code of Conduct*; and

   c) Establish a removal-from-sport and *Return-to-Sport* protocol.

3. *Rowan's Law* is the only legislation addressing *Concussion* safety in the country, and NWTKA recognizes this legislation is the leading standard in *Concussion* prevention and awareness in Canada, and it is reflected within the Policy.

4. This Policy also incorporates the report of the 2022 *Concussion* in Sport Group (2022 CISG), a group of sport *Concussion* medical practitioners and experts that provided recommendations for preventing *Concussions*. These include implementing laws and protocols for mandatory removal from play following actual or *Suspected Concussion*; requirements to receive clearance for return-to-play from a healthcare provider; and education of coaches, parents and *Athletes* regarding *Concussion* signs and symptoms. These actions are associated with a reduction in recurrent *Concussion* rates.

5. A *Concussion* is a clinical diagnosis that can only be made by a physician. The 2022 CISG defined *Sport-Related Concussion*, in part as:

   > *…a traumatic brain injury caused by a direct blow to the head, neck or body resulting in an impulsive force being transmitted to the brain that occurs in sports and exercise-related activities… Symptoms and signs may present immediately, or evolve over minutes or hours, and commonly resolve within days, but may be prolonged […] Sport-Related Concussion results in a range of clinical symptoms and signs that may or may not involve loss of consciousness.*

6. Timely recognition and removal, proper assessment and appropriate management are linked to faster recovery and improved outcomes following *Concussions*.

---

[8] *Rowan's Law (Concussion Safety)*, 2018, S.O. 2018, c. 1. (Note: *Rowan's Law* applies ONLY to organizations located in Ontario. Participation by all other SOs is voluntary).

Purpose

7. NWTKA believes that increased awareness of *Concussions* and their long-term effects, as well as prevention of *Concussions* is paramount to protecting the health and safety of *Registrants*.

8. This Policy applies to all activities and *Sanctioned Events* for which NWTKA is the governing or sanctioning body, including, but not limited to, competitions, practices, and training sessions.

Definitions

9. This Policy defines the following terms:

    a) ***Athlete***: An individual who is an *Athlete* Participant in NWTKA who is subject to the by-Laws and policies of NWTKA.

    b) ***Athlete Support Personnel***: Any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent, or any other person working with, treating or assisting an *Athlete* participating in or preparing for sports competition with NWTKA.

    c) ***Concussion*** – a brain injury that can result in an alteration in thinking and behaviour because of a physical impact to the head, neck, face or body.

    d) ***Designated Person***: Refers to a person/people designated by NWTKA removal-from-sport protocol and by its *Return-to-Sport* protocol for the purposes of fulfilling various duties indicated in this Policy. The Designated Person(s) is/are responsible for ensuring that:

        i. an *Athlete* is immediately removed from further training, practice or competition if the *Athlete* is suspected of having sustained a *Concussion*,

        ii. if the *Athlete* is under 18 years of age or such other age as may be prescribed, the parent or guardian is informed of the removal,

        iii. such persons or entities as may be prescribed are informed of the removal, and

        iv. once removed, the *Athlete* is not permitted to return to training, practice or competition, except in accordance with NWTKA's *Return-to-Sport* protocol.

    e) ***Registrant*** includes one or more *Athletes*, *Athlete Support Personnel*, and other Individuals as defined in NWTKA's by-Laws and policies.

f) ***Qualified Healthcare Professional***: Refers to a licensed health care professional who has been trained in *Concussion* assessment and treatment.

g) ***Return-to-Sport (RTS)***: completion of the RTS strategy with no symptoms and no clinical findings associated with the current *Concussion* at rest and with maximal physical exertion.

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

i. it was caused either by a direct blow to the head, face, neck or elsewhere on the body with an impulsive force transmitted to the head;

ii. it typically results in the rapid onset of short-lived impairment of neurological function that resolves spontaneously. However, in some cases, signs and symptoms evolve over several minutes to hours;

iii. it may result in neuropathological changes, but the acute clinical signs and symptoms largely reflect a functional disturbance rather than a structural injury and, as such, no abnormality may be visibly apparent; or

iv. it results in a range of clinical signs and symptoms that may or may not involve loss of consciousness. Resolution of the clinical and cognitive features typically follows a sequential course. However, in some cases symptoms may be prolonged.

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

Registration

10. When a *Registrant* under the age of 26 years old registers with NWTKA, the *Registrant* **must** provide written or electronic confirmation that they have reviewed *Concussion* awareness resources within the past 12 months, pursuant to *Rowan's Law*. The Ontario Government has produced age-appropriate *Concussion* resources:

a) Ages 10 and under

b) Ages 11-14

c) Ages 15+

11. *Registrants* under the age of 26 years old must also sign the *Concussion Code of Conduct* (**Appendix A, Part A**).

12. For *Registrants* younger than 18 years old, their parent or guardian **must** provide confirmation that they have also reviewed the *Concussion* resources and signed the *Concussion Code of Conduct*.

13. *Athlete Support Personnel* must provide confirmation that they have also reviewed the *Concussion* resources and sign the *Concussion Code of Conduct (***Appendix A, Part B)**; but not if they will be interacting exclusively with *Registrants* who are 26 years old or older.

14. While *Rowan's Law* mandates *Registrants* and *Athlete Support Personnel* **under** 26 years of age to sign the *Concussion Code of Conduct,* NWTKA also requires that those over the age of 26 familiarize themselves with relevant *Concussion* information and sign on the *Concussion Code of Conduct*.

Removal from Sport Protocol: Recognizing Concussions

15. Although the formal diagnosis of *Concussion* should be made following a medical assessment, the broader sport community, including *Athletes*, parents, teachers, coaches, officials, and *Qualified Healthcare Professionals* are responsible for the recognition and reporting of *Athletes* who may demonstrate visual signs of a head injury or who report *Concussion*-related symptoms. Some sport and recreation venues will not have access to on-site *Qualified Healthcare Professionals*.

16. A *Concussion* should be suspected:

    a) in any *Athlete* who sustains a significant impact to the head, face, neck, or body and demonstrates ANY of the visual signs of a *Suspected Concussion* or reports ANY symptoms of a *Suspected Concussion* as detailed in the *Concussion* Recognition Tool (see **Appendix B**); and/or

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

17. *Concussions* can be identified with the help of the Concussion Recognition Tool, 6th Edition ("CRT6"), **Appendix B**[9]

18. If an ambulance is called involving a *Minor Registrant*, the parent/guardian and/or emergency contact of the *Minor Registrant* must be contacted immediately.

Removal from Sport Protocol: Steps and Process

[9] As the CRT6 is updated and new versions are implemented, NWTKA will update this Policy.

19. Removal of a *Registrant* from the field of play should be done by the *Designated Person(s)* if there is suspicion of a possible *Concussion*. This person is either:

    a) An on-site NWTKA staff member; and/or

    b) The *Designated Person* for the *Sanctioned Event*.

20. NWTKA will identify the *Designated Person(s)*.

21. Recognition and removal from sport are actions that should be taken following reference to the CRT6 (Appendix B) The CRT6 is provided as a tool that non-medically trained personnel can use (i.e., the *Designated Person(s)*) for the identification and immediate management of a *Suspected Concussion*. It is not used to diagnose a *Concussion*.

22. Following the removal of any *Registrant* on the basis of a *Suspected Concussion:*[10]

    a) the *Designated Person(s)* who removed the *Registrant* must call 9-1-1 if, in the *Designated Person's* opinion, doing so is necessary;

    b) NWTKA must create and keep a record of the removal;

    c) The *Designated Person(s)* must inform the *Registrant's* parent or guardian of the removal if the *Registrant* is younger than 18 years old, and inform the parent or guardian that the *Registrant* is required to undergo a medical assessment by a *Qualified Healthcare Professional* before the *Registrant* will be permitted to return to participation; and

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

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

    a) If a *Qualified Healthcare Professional* is present, the *Registrant* should be taken to a quiet area and undergo sideline medical assessment.

    b) If a *Qualified Healthcare Professional* is not present, the *Registrant* should be referred for medical assessment by a *Qualified Healthcare Professional* as soon as possible. They must not return to play until medical clearance is received.

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

24. Once a *Registrant* is assessed medically, and:

a) is determined to ***not*** have not sustained a *Concussion*, they must provide a Medical Assessment Letter indicating this. The *Registrant* can return to sport activities without restriction.

b) is diagnosed with a *Concussion*, they should be provided with a Medical Assessment Letter indicating this. The *Registrant* may return in accordance with the *Return-to-Sport* Protocol in this Policy.

Return-to-Sport (RTS) Protocol

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

Stage	Aim	Activity	Stage Goal
1	Activities of daily living and relative rest (first 24 to 48 hours)	Daily activities that do not exacerbate symptoms	Gradual reintroduction of work/school activities
After a maximum of twenty-four (24) to forty-eight (48) hours after injury, progress to Step 2			
2***A***	Light effort and aerobic exercise	Light aerobic exercise, such as stationary cycling or walking at slow to medium pace. Light resistance training that does not result in more than mild and brief exacerbation[11] *of *Concussion* symptoms. *(*see Concussion Policy and Code,* **Appendix B** – *Concussion Recognition Tool 6*) Exercise up to approximately 55% of maximum heart rate Take breaks and modify activities as needed	Increase heart rate
2***B***	Moderate effort aerobic exercise	Gradually increase tolerance and intensity of aerobic activities, such as stationary cycling and walking at a brisk pace Exercise up to approximately 70% of maximum heart rate Take breaks	Increase heart rate

[11] Mild and brief exacerbation of symptoms (i.e., an increase of no more than 2 points on a 0–10 point scale for less than an hour when compared with the baseline value reported prior to physical activity).
Athletes may begin Step 1 (i.e., symptom-limited activity) within twenty-four (24) hours of injury, with progression through each subsequent step typically taking a minimum of twenty-four (24) hours. If more than mild exacerbation of symptoms (i.e., more than 2 points on a 0–10 scale) occurs during Steps 1–3, the athlete should stop and attempt to exercise the next day. Athletes experiencing *Concussion*-related symptoms during Steps 4–6 should return to Step 3 to establish full resolution of symptoms with exertion before engaging in at-risk activities. Written determination of readiness to RTS should be provided by a healthcare provider before unrestricted RTS as directed by local laws and/or sporting regulations.

3	Individual sport-specific activities, without risk of inadvertent head impact with school accommodations (as needed)	Add sport-specific activities Perform activities individually and under supervision from a teacher, parent/caregiver, or coach Progress to where *Athlete* is free of *Concussion*-related symptoms, even when exercising	Increase the intensity of aerobic activities and introduce low-risk sport-specific movements
Medical clearance If the *Registrant* has been medically cleared, progress to Step 4.[12]			
4	Non-contact training drills and activities	Progress to exercises with no body contact at high intensity, including more challenging drills and activities	Resume usual intensity of exercise, coordination, and activity-related cognitive skills.
If the *Registrant* can tolerate usual intensity of activities with no return of symptoms, progress to step 5.			
5	Return to all non-competitive activities, full contact practice and physical education activities	Progress to higher-risk activities, including typical training activities Do not participate in competitive gameplay	Return to activities that have a risk of falling or body contact, restore confidence and assess functional skills by coaching staff

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

6	Return to sport	Normal participation; unrestricted sport and physical activity

26. The *Registrant's Return-to-Sport* strategy should be guided and approved by a physician with regular consultations throughout the process. Specifically, progression through the later RTS strategy (Steps 4–6) should be monitored by a health care professional.

27. To fully return to sport, the affected *Registrant* must provide NWTKA with a medical clearance form, signed by a physician, following Stage 5 and before proceeding to Stage 6.

28. Additional consultation with a *Qualified Healthcare Professional* is recommended if there is recurrence of symptoms when progressing through RTS strategies.[13]

Administrative Responsibilities

29. *Members* must maintain records of reported and *Suspected Concussions* and documentation of Participant diagnosis and clearance to return to play.

30. NWTKA will conduct a review of this policy annually or as required.

Non-Compliance

31. Failure to abide by any of the guidelines and/or protocols contained within this policy may result in disciplinary action in accordance with NWTKA's *Sport Integrity and Complaints Policy.*

Not Advice

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

[13] In some cases, it may be in the best interest of the Athlete to discontinue their participation in Curling as a result of potential head injuries and *Concussion*s.

Appendix A – Concussion Code of Conduct

PART A

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

I will help prevent Concussions by:

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

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

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

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

- I will not hide my symptoms. I will tell a coach, official, team trainer, parent or another adult I trust if I experience **any** symptoms of *Concussion*.
- If someone else tells me about *Concussion* symptoms, or I see signs they might have

a *Concussion*, I will tell a coach, official, team trainer, parent or another adult I trust so they can help.

- I understand that, if I have a *Suspected Concussion*, I will be removed from sport and that I will not be able to return to training, practice or competition until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice or competition.
- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with my school and any other sport organization with which I have registered. (Meaning: If I am diagnosed with a *Concussion*, I understand that letting all my other coaches and teachers know about my injury will help them support me while I recover.)

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

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

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

_____	_____	_____
Name of Organizational Participant (Print)	Signature of Organizational Participant	Date
_____	_____	_____
Name of Parent or Guardian (print)	Signature of Parent or Guardian	Date

PART B

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

I can help prevent Concussions through my:

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

I will care for the health and safety of all *Registrant*s by taking Concussions seriously. I understand that:

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

I will create an environment where *Registrant*s feel safe and comfortable speaking up. I will:

- encourage *Athletes* not to hide their symptoms, but to tell me, an official, parent or

another adult they trust if they experience **any** symptoms of *Concussion* after an impact;

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

I will support all *Registrant*s to take the time they need to recover.

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

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

_____ _____ _____

Name and role (print) Signature Date

Appendix B – Concussion Recognition Tool 6 (CRT6)

CRT6™

Concussion Recognition Tool

To Help Identify Concussion in Children, Adolescents and Adults

What is the Concussion Recognition Tool?

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

Recognise and Remove

Red Flags: CALL AN AMBULANCE

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

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

Remember

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

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

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

This tool may be freely copied in its current form for distribution to individuals, teams, groups, and organizations. Any alteration (including translations and digital re-formatting), re-branding, or sale for commercial gain is not permissible without the expressed written consent of BMJ.

CRT6™

Developed by: The Concussion in Sport Group (CISG)

Supported by:

International Olympic Committee · FEI · FIA · FIFA · IIHF · World Rugby

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CRT6 Concussion Recognition Tool

To Help Identify Concussion in Children, Adolescents and Adults

1: Visible Clues of Suspected Concussion

Visible clues that suggest concussion include:

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

2: Symptoms of Suspected Concussion

Physical Symptoms
Headache
"Pressure in head"
Balance problems
Nausea or vomiting
Drowsiness
Dizziness
Blurred vision
More sensitive to light
More sensitive to noise
Fatigue or low energy
"Don't feel right"
Neck Pain

Changes in Emotions
More emotional
More Irritable
Sadness
Nervous or anxious

Changes in Thinking
Difficulty concentrating
Difficulty remembering
Feeling slowed down
Feeling like "in a fog"

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

3: Awareness

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

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

"Where are we today?"

"What event were you doing?"

"Who scored last in this game?"

"What team did you play last week/game?"

"Did your team win the last game?"

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

Athletes with suspected concussion should **NOT**:

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

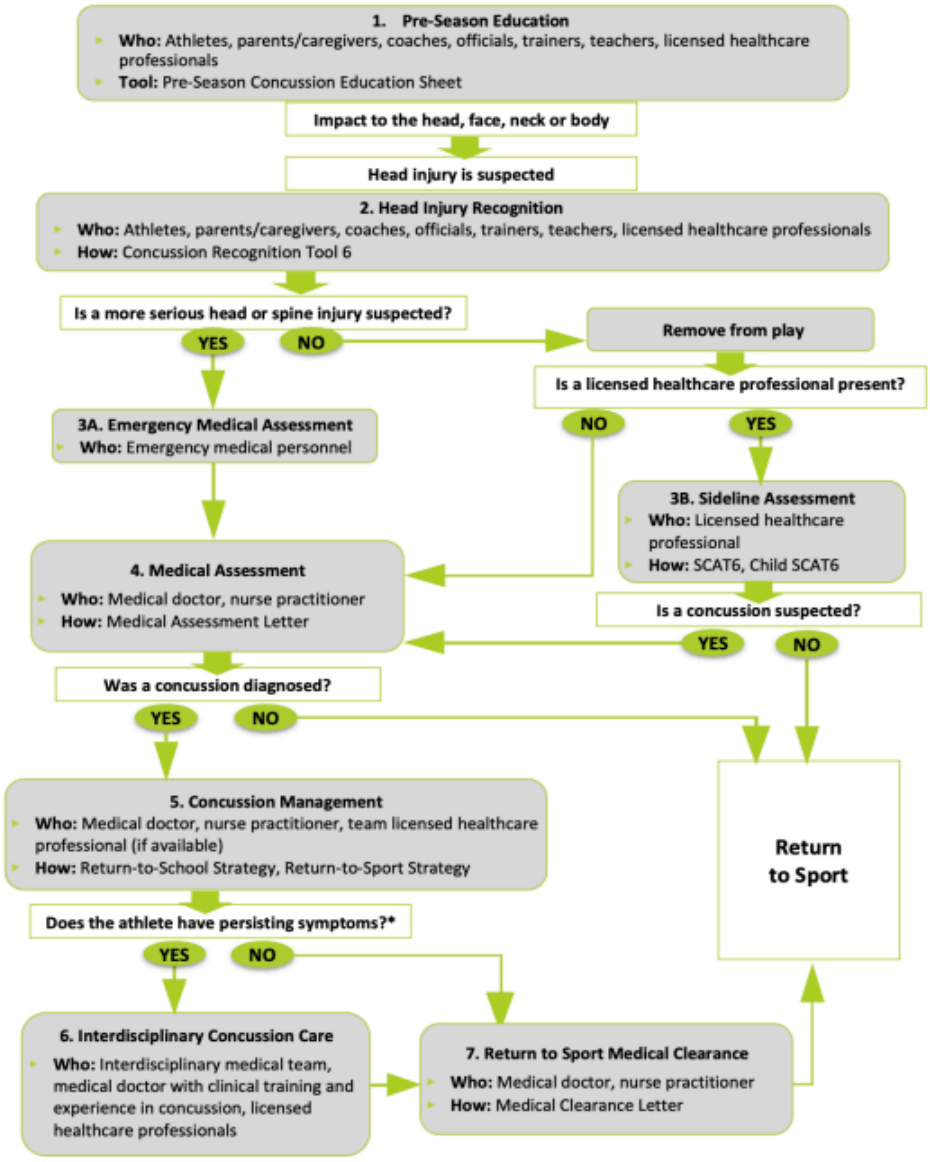
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Appendix C – Sport Concussion Pathway

Canadian Sport Concussion Pathway

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



***Persisting symptoms:** lasting longer than 4 weeks

Appendix D – Key Points from CISG Recommendations

Refine

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

Para-sport

- The *Concussion* experience of the para-*Athlete* is unique, due to the interaction of the *Registrant's* primary impairment and the pathophysiology of *Concussion*. Para-*Athletes* require a more individualized approach when it comes to evaluating *Concussions*.

- NWTKA should be aware that prevention approaches, detection of initial symptoms, diagnosis, recovery (i.e., potential for persisting symptoms of *Concussion*) and treatment strategies may be impacted by the characteristics of the *Registrant's* underlying impairment.

- *Registrants* with visual impairment may be at even greater risk of *Concussion*, as the mechanisms of injury in this population are primarily through collisions or direct head contact.

- The following considerations by the *Concussion* in Para-sport Group are important for NWTKA to keep in mind when dealing with para-sport *Registrants*:

    a) Para-sport *Registrants* may benefit from baseline testing given the variable nature of their disability and the potential for atypical presenting signs/symptoms of *Concussion*;

    b) Para-sport *Registrants* with a history of central nervous system injuries (e.g., cerebral palsy, stroke) may require an extended period of initial rest;

    c) Testing for symptoms of *Concussion* through recovery may require modification such as the use of arm ergometry as opposed to a treadmill/stationary bike; and

    d) RTS protocols must be tailored and include the use of the individual's personal adaptive equipment and, for applicable participants with visual impairment, partnership with their guide.

Paediatrics

- Child and adolescent *Athletes* are less likely to have trained medical personnel available on the sidelines, and it is strongly recommended that the CRT6 be used by all adults supervising child and adolescent sport.

- Children and adolescents with repeat *Concussions* wishing to continue to play or to progress to the next age-level group or high performance programmes require individualized assessment.

Appendix E – Form Template for Members to Track Injury Incidents

NAME:	AGE:	DATE OF THE INCIDENT:

1. RECOGNITION

- ☐ Immediately remove the participant from the activity, **never leave the participant unattended** and direct the participant to the person responsible for checking symptoms.
- ☐ **In the presence of warning signs**
  (obtain transportation to a hospital emergency department):
  FILL OUT THE WARNING SIGNS SECTION AND THE SYMPTOMS SECTION.
- ☐ **In the presence of symptoms**
  (seek a medical evaluation as soon as possible to obtain a diagnosis):
  FILL OUT THE SYMPTOMS SECTION.
- ☐ **In the absence of symptoms**
  Preventive removal of the participant due to:
  - ☐ an impact or a sudden movement of the head
  - ☐ doubt regarding the information provided
  - ☐ history of concussions
- ☐ In the case of a minor, inform the parents as quickly as possible.

Circumstances of the incident:

WARNING SIGNS

(IMMEDIATE MEDICAL EVALUATION AT A HOSPITAL EMERGENCY DEPARTMENT REQUIRED)

- ☐ Loss or deterioration of consciousness
- ☐ Confusion
- ☐ Repeated vomiting
- ☐ Convulsions
- ☐ Headaches getting worse
- ☐ Significant drowsiness
- ☐ Difficulty walking, speaking, recognizing people or places
- ☐ Double vision
- ☐ High state of agitation, excessive crying
- ☐ Serious balance problems
- ☐ Weakness, tingling or numbness in arms or legs
- ☐ Intense neck pain

SYMPTOMS	UNDER 24 HOURS	BETWEEN 24 AND 48 HOURS
Headaches or pressure in the head	☐	☐
Fatigue, drowsiness	☐	☐
Difficulty sleeping	☐	☐
Nausea	☐	☐
Vomiting	☐	☐
Dizziness, vertigo	☐	☐
Feeling slowed down	☐	☐
Concentration problems	☐	☐
Memory problems	☐	☐
Blurred vision	☐	☐
Sensitivity to light	☐	☐
Sensitivity to noise	☐	☐
Unusually emotional, irritable, sad	☐	☐
Nervous, anxious	☐	☐
Neck pain	☐	☐
Searches for words or repeats them	☐	☐