

Northwest Territories Badminton Association

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Northwest Territories Badminton Association Statement on Safe Sport

Northwest Territories Badminton Association (“NWT Badminton”) 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 badminton community.

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

NWT Badminton’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, NWT Badminton has adopted the *Universal Code of Conduct to Prevent and Address Maltreatment in Sport* as part of its conduct standard.

Should anyone wish to report an incident or concern about misconduct or *Prohibited Behaviour* by anyone associated with NWT Badminton, 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.

NWT Badminton 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 *Minors* and other *Vulnerable Organizational Participants*.
- e) All participants recognize that misconduct and *Prohibited Behaviour* can occur regardless of age, sex, sexual orientation, gender identity or expression, race, ethnicity, Indigenous status, or level of physical and intellectual disability and their intersections.

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

- f) All participants recognize that individuals who have experienced misconduct and *Prohibited Behaviour* may experience a range of effects that may emerge at different time points and that can profoundly affect their lives.
- g) All adults working with children and youth have a duty to prevent or mitigate opportunities for misconduct and *Prohibited Behaviour*.
- h) Individuals affiliated with NWT Badminton 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 Party¹** – 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 by 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 NWT Badminton who is subject to the by-laws policies of NWT Badminton.
- 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 NWT Badminton.
- g) **Bullying** – offensive behaviour and/or abusive treatment of an *Organizational Participant* 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 NWT Badminton’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) **Days** – calendar *Days*².
- q) **Dispute Resolution Officer** – a panel of one or three 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*.
- r) **Diversity** – the presence and integration of a variety of individuals with different personal characteristics, particularly *Under-Represented Groups*, in a group or organization.
- s) **Enhanced Police Information Check (E-PIC)** – a *Criminal Record Check* plus a search of Local Police Information.

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.

- t) **Equity** – fairness afforded to individuals with diverse personal characteristics regardless of those characteristics.
- u) **Fair Play Officer** – an individual appointed by NWT Badminton 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 NWT Badminton but must not be in a conflict of interest or have a direct relationship with any of the *Parties*.
- v) **Harass or Harassment** – In addition to the definitions under the *UCCMS*, to harass or harassment is a course of vexatious comments or conduct against an *Organizational Participant* or group, which is known or ought reasonably to be known to be unwelcome. Harassing behaviours may also be misconduct. Types of behaviour that constitute harassment include, but are not limited to:
 - i. written or verbal abuse, threats, or outbursts;
 - ii. the display of visual material which is offensive or which one ought to know is offensive;
 - iii. unwelcome remarks, jokes, comments, innuendo, or taunts;
 - iv. leering or other suggestive or obscene gestures;
 - v. condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
 - vi. practical jokes which cause awkwardness or embarrassment, endanger a person's safety, or negatively affect performance;
 - vii. any form of hazing;
 - viii. unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
 - ix. unwelcome sexual flirtations, advances, requests, or invitations;
 - x. physical or sexual assault;
 - xi. behaviours such as those described above that are not directed towards a specific individual or group but have the same effect of creating a negative or hostile environment; and/or
 - xii. retaliation or threats of retaliation against an individual who reports harassment.
- w) **Inclusion** – acceptance of individuals with diverse personal characteristics into a group

or organization regardless of those characteristics.

- x) **Independent Third Party** – the individual or entity retained by NWT Badminton 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*.
- y) **Interpersonal Communication** - Communication that occurs between two or more *Organizational Participants* within a communication medium.
- z) **IP Address** – a numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.
- aa) **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.
- bb) **Maltreatment** – as defined in the *UCCMS*.
- cc) **Member** – refers to the individuals that are admitted as *Members* of NWT Badminton per their By-laws.
- dd) **Minor** – as defined in the *UCCMS*.
- ee) **Minor Athlete(s)** – an individual who is an *Athlete* Participant in NWT Badminton who is subject to the policies of NWT Badminton and to this *Code* who is under the age of 19 years old.
- ff) **Organizational Participant(s)** – refers to all categories of individual members and/or registrants defined in the by-laws of NWT Badminton who are subject to the policies, rules and regulations of NWT Badminton, as well as all persons employed by, contracted by, or engaged in activities with, NWT Badminton 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.
- gg) **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*.
- hh) **Party or Parties** – the individual(s) or entities, including an Affected Parity, involved in a dispute.
- ii) **Person in Authority** – any *Organizational Participant* who holds a position of authority within NWT Badminton including, but not limited to, coaches, instructors, officials, managers, *Athlete Support Personnel*, chaperones, committee members, or directors

and officers.

- jj) **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
- kk) **Power Imbalance** – as defined in the *UCCMS*.
- ll) **Prohibited Behaviour** – as defined in the *UCCMS*.
- mm) **Provisional Measure** – means that the *Organizational Participant* is barred on an interim basis from participating in any Event or activity of NWT Badminton in any capacity, or as otherwise restricted in their ability to participate in sanctioned activities pursuant to the *Sport Integrity Complaints Policy*.
- nn) **Public Communication** – Communication that is or was posted publicly, such as on a Participant’s social media platform.
- oo) **Representatives** – members, directors, officers, committee members, employees, athletes, coaches, officials, sport assistants, managers, trainers, volunteers, administrators, contractors, and participants within NWT Badminton.
- pp) **Respondent** – the *Party* responding to the complaint or an appeal, as applicable.
- qq) **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>).
- rr) **Sanctioned Event** – a *Sanctioned Event* sanctioned by NWT Badminton, and which may include a social event.
- ss) **SDRCC** - Sport Dispute Resolution Centre of Canada.
- tt) **Social Media** – the catch-all term that is applied broadly to new computer-mediated communication media such as, but not limited to, blogs, YouTube, Facebook, Instagram, Threads, Tumblr, Tik Tok, Snapchat, Reddit and Twitter/X.
- uu) **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*.
- vv) **UCCMS** - *Universal Code of Conduct to prevent and address Maltreatment in Sport*, as amended from time to time.

- ww) ***Under-Represented Groups*** – includes women, individuals who identify as Black, Indigenous, or people of colour (BIPOC), children in low-income families, seniors, people with disabilities, newcomers to Canada, and members of the LGBTQ community
- xx) ***Vulnerable Participant*** or ***Vulnerable Organizational Participant*** – as defined in the UCCMS.
- yy) ***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.
- zz) ***Worker*** – any person who performs work for NWT Badminton including employees, managers, supervisors, temporary Workers, volunteers, student volunteers, part-time Workers, the Board of Directors, and independent contractor
- aaa) ***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
- bbb) ***Workplace Harassment*** – a course of vexatious comment or conduct against a *Worker* 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
- ccc) ***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

*NWT Badminton 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 NWT Badminton.

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

Purpose

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

Application - General

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

Prohibited Behaviours

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

Responsibilities of all Organizational Participants

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

- ii. focusing comments or criticism appropriately and avoiding public criticism of *Athletes*, coaches, officials, organizers, volunteers, employees, or other *Organizational Participants*;
 - iii. consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;
 - iv. consistently treating individuals fairly and reasonably; and
 - v. ensuring adherence to the rules of the sport and the spirit of those rules.
- c) refrain from the use of power or authority to coerce another person to engage in inappropriate activities;
- d) refrain from consuming tobacco products, cannabis, or recreational drugs while participating in the programs, activities, competitions, or Events of NWT Badminton;
- e) in the case of *Minors*, not consume alcohol, tobacco, or cannabis at any competition or 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 Events of NWT Badminton (subject to protections under applicable human rights legislation), not consume alcohol or cannabis during training, competitions, or in situations where *Minors* 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 other anything else of

value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages;

- k) refrain from engaging in deliberate behaviour 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 other 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 NWT Badminton, and those of any other sport organization with authority over the *Organizational Participants*, as applicable and as adopted and amended from time to time.

Directors, Committee Members, and Employees

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

- g) exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws;
- h) maintain required confidentiality of organizational information;
- i) commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings; and
- j) have a thorough knowledge and understanding of all governance documents.

Athlete Support Personnel

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

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

Athletes

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

- a) follow their athlete agreement (if applicable);
- b) report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete;
- c) participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, and evaluations;
- d) properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason;
- e) adhere to any rules and requirements regarding clothing, professionalism, and equipment; and
- f) act in accordance with applicable policies and procedures and, when applicable, additional rules as outlined by *Athlete Support Personnel*.

Officials

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

- a) maintain and update their knowledge of the rules and rules changes;
- b) not publicly criticize other *Organizational Participants*;
- c) adhere, at all times, to the rules of their international federation and any other sporting organization that has relevant and applicable authority;
- d) place the safety and welfare of competitors, and the fairness of the competition above all else;
- e) strive to provide a fair sporting environment and, at no time, engage in *Maltreatment* or *Prohibited Behaviour* toward any person on the field of play;
- f) respect the terms of any agreement that they enter with NWT Badminton;
- g) work within the boundaries of their position's description while supporting the work of other officials;
- h) act as an ambassador of the sport by agreeing to enforce and abide by national and provincial/territorial rules and regulations;
- i) take ownership of actions and decisions made while officiating;

- j) respect the rights, dignity, and worth of all *Organizational Participants*;
- k) act openly, impartially, professionally, lawfully, and in good faith;
- l) be fair, equitable, considerate, independent, honest, and impartial in all dealings with others;
- m) respect the confidentiality required by issues of a sensitive nature, which may include discipline processes, appeals, and specific information or data about *Organizational Participants*;
- n) comply with their obligations under the Screening Policy, including understanding ongoing expectations under the *Code* and fully cooperating in the screening process;
- o) honour all assignments, unless unable to do so by virtue of illness or personal emergency and, in these cases, inform a supervisor or NWT Badminton at the earliest possible time;
- p) when writing reports, set out the facts to the best of their knowledge and recollection; and
- q) dress in proper attire for officiating.

Parents/Guardians and Spectators

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

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

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

Retaliation, Retribution or Reprisal

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

Privacy

- 21. The collection, use and disclosure of any personal information pursuant to this policy is subject to NWT Badminton'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. NWT Badminton 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. NWT Badminton 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 Organizational Participant* may not be alone under the supervision of a *Person in Authority* unless prior written permission is obtained from the *Vulnerable Organizational Participant’s* parent or guardian.
 - d) *Persons in Authority* may not invite or host *Vulnerable Organizational Participants* in their home without the written permission from parents or guardians or without parents or guardians having contemporaneous knowledge of the visit.

Competitions, Training Sessions, and Practices

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

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

Communications

5. For communication between *Persons in Authority* and *Athletes*, NWT Badminton recommends:
 - a) *Persons in Authority* may only send texts, direct messages on social media or emails to individual *Athletes* when necessary and only for communicating information related to team issues and activities (e.g., non-personal information). Any such texts, messages or emails shall be professional in tone.
 - b) Electronic communication between *Persons in Authority* and *Athletes* that is personal in nature should be avoided. If such personal communication is unavoidable, it must be recorded and available for review by another *Person in Authority* and/or by the *Athlete's* parent/guardian (when the *Athlete* is a *Vulnerable Organizational Participant*).
 - c) Parents/guardians may request that their child not be contacted by a *Person in Authority* using any form of electronic communication and/or may request that certain information about their child not be distributed in any form of electronic communication.
 - d) All communication between a *Person in Authority* and *Athletes* must be accessible 24 hours of 6:00am and midnight, 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*, NWT Badminton recommends:
 - a) Teams or groups of *Athlete* shall always have at least two *Persons in Authority* with them.
 - b) For mixed gender teams or groups of *Athletes*, there should be one *Person in Authority* from each gender.
 - c) If two *Persons in Authority* cannot be present, reasonable efforts should be made to supplement supervision with screened parents or other volunteers.
 - d) To the maximum extent possible, no *Person in Authority* may drive a vehicle alone with an *Athlete* unless the *Person in Authority* is the *Athlete's* parent or guardian.
 - e) A *Person in Authority* may not share a hotel room or be alone with an *Athlete* unless the *Person in Authority* is the *Athlete's* parent/guardian or spouse.
 - f) Room or bed checks during overnight stays must be done by two *Persons in Authority*.
 - g) For overnight travel when *Athletes* must share a hotel room, roommates must be age-appropriate and of the same gender identity.

Locker Rooms/Changing Areas

- 7. For changing areas and other closed meeting spaces, NWT Badminton 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*, NWT Badminton 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, NWT Badminton 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, incidental physical contact during training is not a violation of policy.
 - c) Non-essential physical contact may not be initiated by the *Person in Authority*. It is recognized that some *Athletes* may initiate non-essential physical contact such as hugging or other physical contact with a *Person in Authority* for various reasons (e.g., such as celebrating or crying after a poor performance). This physical contact should always occur in an open and observable environment.

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 *Organizational Participant* (print): _____

Name of Parent/Guardian (print): _____

(When the *Organizational Participant* is a Minor)

Date: _____

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

Signature of *Organizational Participant*: _____

OR, if the *Organizational Participant* is a Minor

Signature of Parent/Guardian: _____

Sport Integrity and Complaints Policy

Purpose

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

Application – General

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

Organizational Participants

10. Any complaints involving alleged breaches of NWT Badminton'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 an *Organizational Participant* or any other individual to the *Independent Third Party* in writing within six 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* determine 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.
 - a) If a complaint submitted within five years after the incident involves allegations, if proven, would trigger a presumptive sanction of permanent ineligibility, the complaint shall be accepted.
 - c) Complaints of sexual *Maltreatment* may be brought at any time. While all complaints will be given due consideration, the ability to proceed may depend on the availability of evidence, the identification of involved parties, and other necessary factors for a fair and effective process.

11. Notwithstanding any provision in this policy, NWT Badminton 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, NWT Badminton will identify an individual to represent NWT Badminton.
12. A *Complainant* or any other individual who submits a report regarding a potential breach of NWT Badminton'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 NWT Badminton take carriage of the complaint and act as the *Complainant*.³ The confidentiality of the *Complainant's* identity may not be guaranteed.
 - b) 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 consequence.

Minors

13. Complaints may be brought by or against an *Organizational Participant* who is a *Minor*. *Minors* must have a parent/guardian or other adult serve as their representative during this process. Where appropriate, the *Minor's* preference regarding their representative should be considered.
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 NWT Badminton;
 - c) determine whether the complaint is frivolous, vexatious or if it has been made in bad faith⁴;
 - 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.

Available Processes

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

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.

Participants and violations of the *UCCMS* by *CSSP Participants* are alleged, please refer to sections 6-9.

Fair Play Process - the complaint contains allegations other than breaches of the *UCCMS* by an *Organizational Participant*, such as violations of team policy or breaches conduct standards other than the *UCCMS*. 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 an *Organizational Participant*:

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 *Organizational Participant* and the NWT Badminton 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 *Organizational Participant* by the President/Chair of the Board of Directors of NWT Badminton after which further discipline or sanctions may be applied according to this policy.
 - a) The *Independent Third Party* will notify NWT Badminton 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) *Organizational Participants* 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, NWT Badminton 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, NWT Badminton 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, NWT Badminton shall be provided with an opportunity to make submissions, orally or in writing, regarding the *Respondent's* request to have the *Provisional Measure* lifted. *Provisional Measures* shall only be lifted in circumstances where the *Respondent* establishes that it would be manifestly unfair to maintain the *Provisional Measure* against them.
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

Fair Play Process: Addressed by Fair Play Officer

27. Following the determination that the complaint or incident should be handled under the Fair Play Process, the *Independent Third Party* will notify NWT Badminton. NWT Badminton 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 they determine that a hearing is necessary. For all other Match Reports, the *Fair Play Officer* shall follow the procedure as set out below.

⁵ In-competition discipline or sanction imposed by the applicable official or authority does not prevent an *Organizational Participant* from facing additional disciplinary proceedings under the *Code*.

⁶ The appointed *Fair Play Officer* must be unbiased and not in a conflict of interest.

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 to five (5) *Days* from the *Fair Play Officer's* first contact with the *Parties*, unless there are extenuating circumstances or scheduling considerations which 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**).
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 NWT Badminton.
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 an *Organizational Participants'* eligibility is restricted in any manner for a period of three months or more must be published in accordance with the *Publication Guidelines*.

PROCESS #2: Independent Third Party and Dispute Resolution Officer

Independent Third Party

38. Process #2 deals with violations of the *UCCMS* by *Organizational Participants*. Following the determination that the complaint should be handled under Process #2, the *Independent Third Party* will appoint a *Dispute Resolution Officer* to hear the complaint.
39. Thereafter, the *Independent Third Party* shall have the following responsibilities:
 - a) 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 NWT Badminton, 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*.
 - a) When a three-person panel is appointed, the *Independent Third Party* will appoint one of the *Dispute Resolution Officers* to serve as the Chair.

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

Dispute Resolution - General

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) *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 expedited to be expedited, and must commence within three (3) to five (5) *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. NWT Badminton 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. NWT Badminton'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 NWT Badminton. 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 NWT Badminton for approval if it involves any obligations or may reasonably impact the operations or reputation of NWT Badminton. NWT Badminton may approve,

- reject, or propose amendments to a proposed settlement. Any decision by NWT Badminton 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.
- a) The *Parties* may not withdraw from the proposed settlement pending the approval of any actions to be taken NWT Badminton.
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 NWT Badminton 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 NWT Badminton 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.

- a) 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 NWT Badminton, provided such participation is reasonably required to effectively conduct the proceedings and is not prejudicial to the interest of the *Parties*.
 - i) If not a *Party*, a designated representative of a NWT Badminton 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*, NWT Badminton 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* shall 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 NWT Badminton 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 NWT Badminton.
- a) The decision will be by a majority vote of the *Dispute Resolution Officers* when the Panel consists of three 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 NWT Badminton and its *Members*, 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, NWT Badminton shall publish on their website a summary of the decision, which shall include the outcome of the case, the provision(s) of the relevant policies that have been violated, the name(s) of the *Organizational Participant(s)* involved as *Respondents* and the sanction(s) imposed, if any, or as otherwise specified by the Publication Guidelines. If the matter is appealed, the publication provisions in the *Appeal Policy* shall apply.
- a) Identifying information regarding *Minors* or *Vulnerable Participants* will never be published.
66. If the *Dispute Resolution Officer* dismisses the complaint, the information referred to in above section may only be published with the *Respondent's* consent. If the *Respondent* does not provide such consent, the information referred to in the above section will be kept confidential by the *Parties*, the *Independent Third Party*, NWT Badminton and the *Member* and shall be retained and discarded in accordance with the relevant and applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken against the *Party* who breaches confidentiality pursuant to this policy.
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 NWT Badminton in accordance with their *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 NWT Badminton's policies, bylaws, 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 offense(s), acceptance of responsibility for the misconduct, *Prohibited Behaviour* or *Maltreatment*, and/or cooperation in the investigative and/or disciplinary process of NWT Badminton;
 - f) real or perceived impact of the incident on the *Complainant*, NWT Badminton or the sporting community;
 - g) circumstances specific to the *Respondent* being sanctioned (e.g., lack of appropriate knowledge or training regarding the requirements in the *Code*; addiction; disability; illness);
 - h) whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;

- i) a *Respondent* who is in a position of trust, intimate contact or high-impact decision-making may face more serious sanctions; and/or
 - j) other mitigating or aggravating circumstances.
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 an *Organizational Participant(s)* has violated the *Code* and that more severe sanctions will result should the *Organizational Participant(s)* be involved in other violations
 - b) **Education** - the requirement that an *Organizational Participant(s)* undertake specified educational or similar remedial measures to address the violation(s) of the *Code* or the *UCCMS*.
 - c) **Probation** - a specified amount of time within which certain terms and conditions must be met by the *Organizational Participant*, such as remaining in compliance with the *Code* and *UCCMS*. Should any further violations of the *Code* or the *UCCMS* occur during the probationary period, this may result in additional disciplinary measures, including, without limitation, a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements for a specified period.
 - d) **Suspension** - either for a set time or until further notice, from participation, in any capacity, in any program, activity, *Sanctioned Event*, or competition sponsored by, organized by, or under the auspices of NWT Badminton. A suspended *Organizational Participant(s)* may be eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the *Organizational Participant(s)* satisfying specific conditions noted at the time of suspension.
 - e) **Eligibility Restrictions** - restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions.
 - f) **Permanent Ineligibility** - ineligibility to participate in any capacity in any program, activity, *Sanctioned Event*, or competition sponsored by, organized by, or under the auspices of NWT Badminton.

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 (6) months.

- g) **Other Discretionary Sanctions** - Other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate.
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. An *Organizational Participant(s)*'s conviction for certain *Criminal Code* offenses involving harmful conduct shall carry a presumptive sanction of permanent ineligibility from participating with NWT Badminton. Such *Criminal Code* offences may include, but are not limited to:
- a) any child pornography offences;
 - b) any sexual offences; and
 - c) any offence of physical violence.
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. NWT Badminton will ensure that any sanctions or measures imposed by the *SIC* will be recognized and enforced within NWT Badminton's jurisdiction once NWT Badminton 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 a *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 NWT Badminton, 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 NWT Badminton is required to notify an organization such as an international federation, Sport Canada, national sport organization or other sport organization (i.e., where a *Provisional Measure* have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.
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. NWT Badminton 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 NWT Badminton), 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 NWT Badminton's *Privacy Policy*.
85. NWT Badminton, or any of their delegates pursuant to this policy (i.e., *Independent Third Party*, *Fair Play Officer*, *Dispute Resolution Officer*), shall comply with NWT Badminton'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 NWT Badminton, 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 Organization's policies for human resources, and/or consult independent experts to determine whether legislation applies to the complaint.
4. The investigation may take any form as decided by the investigator, guided by any applicable 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 NWT Badminton 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 it, at their discretion, all or part of the investigation report to NWT Badminton. The *Independent Third Party* may also disclose the Investigator's Report to the *Parties*, subject to necessary redactions to protect witness confidentiality, privacy or sensitive information, at their discretion. Alternatively, and only, if necessary, other relevant *Organizational Participants* may be provided with an executive summary of the investigator's findings by the *Independent Third Party*.
8. Should the investigator find that there are possible *Criminal Code* offences, the investigator shall assess whether reporting to the law enforcement or NWT Badminton is necessary. Where reporting to law enforcement or to NWT Badminton 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. NWT Badminton 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 NWT Badminton, or other offences where the lack of reporting would bring NWT Badminton into disrepute. The safety risks and well-being of survivors of abuse or trauma should be considered before police involvement where feasible, and limit internal disclosure.

Reprisal and Retaliation

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

False Allegations

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

Organizational Participant who is liable to pay for such costs shall be automatically deemed to be not in good standing until the costs are paid in full and shall be prohibited from participating in any NWT Badminton *Sanctioned Events*, activities, or business. NWT Badminton, or the *Organizational Participant* against whom the allegations were submitted, may act as the *Complainant* with respect to making a complaint pursuant to this section.

Confidentiality

13. The investigator will make reasonable efforts to preserve the anonymity of the *Complainant*, witness or participant where appropriate and necessary. However, NWT Badminton 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 NWT Badminton is subject to NWT Badminton's *Privacy Policy*.
15. NWT Badminton, or any of their delegates pursuant to this policy (i.e., *Independent Third Party, Fair Play Officer, Dispute Resolution Officer*), shall comply with NWT Badminton's *Privacy Policy* and *Confidentiality Policy* in the performance of their services under this policy.

Appendix B - Publication Guidelines

1. Subject to NWT Badminton'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 NWT Badminton is complete, and/or appeal period, as the case may be, except as set out below.
3. Publication means the communication of information by making it known or accessible to the public through any means, including print, telecommunication or electronic means.
4. Notification means providing a written copy of any decision to an organization as required by the *Reciprocation Policy*. *Parties* who receive a copy of a decision under the *Sport Integrity and Complaints Policy* may not publicly disclose this information, except as reasonably necessary to implement the terms of the decision and any sanction.
5. After receiving a copy of a decision, NWT Badminton 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, bylaws, rules, or regulations that have been breached, the outcome and any sanction imposed, as well as the date of the decision.
6. Summaries will be posted in accordance with the following:
 - a) Where a sanction is imposed for a set period where an *Organizational Participant* is restricted in their involvement with the sanctioned activities of NWT Badminton, 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 years.
 - b) If there a sanction or discipline involves a period of ineligibility, the sanction will be posted for the period of ineligibility plus two years, except in the case of a sanction of permanent ineligibility. A sanction of permanent ineligibility will be posted indefinitely.
 - c) If a sanction is conditional on the completion of training, education or other conditions, the sanction will be posted until the *Organizational Participant* has completed the required conditions to the satisfaction of NWT Badminton, plus two 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 NWT Badminton will be affected by not publishing the sanction.
 - f) Publication bans are standard while a complaint is in progress with NWT Badminton. 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, NWT Badminton will, at their discretion, remove any confidential or sensitive material from the summary, including any identifying information about *Organizational Participants* or other individuals named, unless these *Organizational Participants* are subject to a sanction and/or discipline in the decision.
 - 8. Identifying or personal information regarding *Minor* or *Vulnerable Organizational Participants* will never be published by NWT Badminton.
 - 9. Matters which 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 NWT Badminton from notifying relevant sport organizations of any decision imposing a sanction and/or discipline on an *Organizational Participant*, including *Minor* or *Vulnerable Organizational Participant*, as required by the *Reciprocation Policy*.
 - 12. If a *Minor* or *Vulnerable Organizational Participant* is sanctioned and under a decision, any organization who receives notification of this decision must keep the decision confidential, except as reasonably necessary to implement the terms of the decision.
 - 13. Records of all decisions will be maintained by NWT Badminton in accordance with the *Privacy Policy*.

Appeal Policy

Purpose

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

Scope and Application of this Policy

2. This policy applies to all *Organizational Participants* and *Parties* to a Sport Integrity Complaints Policy process.
3. Any *Party* to a Sport Integrity Complaints Policy process or *Organizational Participant* who is directly affected by a decision made by NWT Badminton or a *Dispute Resolution Officer*, as the case may be, shall have the right to appeal that decision if there are sufficient grounds for the appeal under the **Grounds for Appeal** section of this policy.
4. This policy **will apply** to decisions relating to the following, except where excluded by policy:
 - a) eligibility;
 - b) selection;
 - c) conflict of interest;
 - d) discipline; and
 - e) membership, including application for membership.
5. This policy **will not apply** to decisions relating to:
 - a) employment;
 - b) infractions for doping offenses;
 - c) the rules of the sport;
 - d) selection criteria, quotas, policies, and procedures established by entities other than NWT Badminton;
 - 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) the Organization's operational structure and committee appointments;
- i) decisions or discipline arising within the business, activities, or events organized by entities other than NWT Badminton (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by NWT Badminton 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; or
- l) any complaint or report dealt with under the *CSSP* process, and any resulting outcome.
- m) Any decision made by the Safeguarding Tribunal or the Appeal Tribunal of the *SDRCC*.

Timing of Appeal

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

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

Grounds for Appeal

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

Screening of Appeal

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

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

Determination of *Affected Parties*

13. To confirm the identification of any *Affected Parties*, the *Appeal Manager* will engage NWT Badminton. 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 NWT Badminton. In extraordinary circumstances, the Appeal Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter. The decision will be considered a matter of public record and published according to the Publication Guidelines unless decided otherwise by the Appeal Panel.

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

Final and Binding

26. The decision of the Appeal Panel shall be binding on the *Parties*.
27. No action or legal proceeding will be commenced against NWT Badminton or *Organizational Participants* in respect of a dispute, unless NWT Badminton 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. NWT Badminton is aware that *Organizational Participant* interaction and communication occurs frequently on *Social Media*. NWT Badminton cautions *Organizational Participants* 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. NWT Badminton recognizes that communication between *Organizational Participants* should be guided by principles that ensure the safety of the Participants and that maintain and strengthen effective relationships.
3. NWT Badminton further recognizes that *Minor Athletes*, who are *Vulnerable Organizational Participants*, may prefer to communicate through electronic interaction. NWT Badminton 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 *Organizational Participants*.

Conduct and Behaviour

5. All conduct and behaviour occurring on *Social Media* must comply with the *Code*.
6. *Organizational Participants* 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 NWT Badminton; 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.

Organizational Participants' Responsibilities

7. *Organizational Participants* should be aware that their *Social Media* activity may be viewed by anyone, including NWT Badminton.
8. If NWT Badminton unofficially engages with an *Organizational Participant* in *Social Media* (such as by retweeting a tweet or sharing a photo/post on Facebook) the *Organizational Participant* may, at any time, ask NWT Badminton to cease this engagement.
9. When using *Social Media*, an *Organizational Participant* must model appropriate behaviour befitting the *Organizational Participant's* role and status in connection with NWT Badminton.
10. Removing content from *Social Media* after it has been posted (either publicly or privately) does not excuse the *Organizational Participant* from being subject to the *Sport Integrity and Complaints Policy*.
11. An individual who believes that an *Organizational Participant's* Electronic Communication Media and/or *Social Media* activity is inappropriate or may violate policies and procedures should report the matter to NWT Badminton in the manner outlined by the *Sport Integrity and Complaints Policy*.

NWT Badminton's Responsibilities

12. NWT Badminton 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* in *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 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 screenshots 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 of your organization and its governing organizations. As a representative 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. NWT Badminton 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 NWT Badminton is one of trust or authority which may relate to, at a minimum, finances, supervision, or *Vulnerable Organizational Participants*.
3. Not all individuals associated with NWT Badminton will be required to obtain a *Criminal Record Check* or submit screening documents because not all positions pose a risk of harm to NWT Badminton or *Organizational Participants*. NWT Badminton will determine which individuals will be subject to screening using the following guidelines (NWT Badminton may vary the guidelines at their discretion):

Level 1 – Low Risk - Organizational Participants 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 Organizational Participants*. Examples include parents, youth, or volunteers who are helping out on a non-regular or informal basis

Level 2 – Medium Risk – Organizational Participants 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 Organizational Participants*. 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 – Organizational Participants 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 Organizational Participants*. 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. NWT Badminton 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 NWT Badminton. 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 NWT Badminton 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 NWT Badminton, 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 NWT Badminton, which may disseminate the decision as they see fit to best fulfil the mandate of NWT Badminton.
13. An *Organizational Participant* whose screening application has been denied or revoked may not re-apply to participate in the programs or activities of NWT Badminton 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 NWT Badminton 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**).
- d) Provide a driver's abstract, if requested. If an individual subsequently receives a charge, conviction for, or is found guilty of, an offense they will report this circumstance immediately to NWT Badminton. Additionally, the individual will inform NWT Badminton of any changes in their circumstance that would alter their original responses in their Screening Disclosure Form.
- e) If NWT Badminton 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, NWT Badminton defines a *Minor* as someone who is younger than 18 years of age. When screening *Minor*, NWT Badminton 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, NWT Badminton may ask a *Minor* to obtain a VSC or E-PIC if NWT Badminton suspects the *Minor* has an adult conviction and therefore has a criminal record. In these circumstances, NWT Badminton will be clear in its request that it is not asking for the *Minor's youth record*. NWT Badminton 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 years;
 - b) a Screening Disclosure Form every three 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 NWT Badminton, could affect the assessment of the individual's suitability for participation in the programs or activities of NWT Badminton, or the individual's interactions with other individuals involved with NWT Badminton.

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 NWT Badminton.
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. *Organizational Participants* may only obtain a VSC by visiting an RCMP office or police station, submitting two 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. NWT Badminton 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 NWT Badminton and the individual's role with *Vulnerable Organizational Participants*.

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. NWT Badminton understands that there may be delays in receiving the results of an E-PIC or a VSC. At the discretion of NWT Badminton, 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. NWT Badminton 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 offense, 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 offense, date of offense, and relevance of the offense 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 years:

- i. any offense involving the use of a motor vehicle, including but not limited to impaired driving;
 - ii. any offense of assault, physical or psychological violence;
 - iii. any offense involving trafficking or possession of illegal drugs;
 - iv. any offense involving conduct against public morals; or
 - v. any offense involving theft or fraud.
- b) if imposed at any time:
- i. any offense involving a *Minor* or *Minors*;
 - ii. any offense involving the possession, distribution, or sale of any child-related pornography; or
 - iii. any sexual offense.

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 years);
 - c) an individual's Screening Disclosure Form (for a period of three years);
 - d) an individual's Screening Renewal Form (for a period of one 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 NWT Badminton or by another sport organization.

Appendix A – Screening Requirements Matrix

Risk Level	Roles (Note <i>Minor Exception Below</i>)	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 • <u>CAC Safe Sport Training</u>	• Complete an Application Form (Appendix B) • Complete a Screening Disclosure Form (Appendix C) • Participate in training, orientation, and monitoring as determined by NWT Badminton
Level 2 Medium Risk	a) <i>Athlete Support Personnel</i> 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: • <u>CAC Safe Sport Training</u> • <u>NCCP – Making Headway in Sport</u>	• Level 1 Requirements • Complete and provide an E-PIC • Provide one 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 <i>Athletes</i> c) Coaches who could be alone with <i>Athletes</i>	Recommended based on role: • Respect in Sport for Activity Leaders • Commit to Kids Required:	• Level 2 Requirements • Provide a VSC

		• MED Certified	
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Minor

For the purposes of this policy, NWT Badminton defines a *Minor* as someone who is younger than 19 years old. When screening *Minor*, NWT Badminton 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: Organizational Participants who are applying to volunteer or work within certain positions with NWT Badminton must complete this Application Form. Organizational Participants need to complete an Application Form once for the position sought. If the individual is applying for a new position within NWT Badminton, 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 NWT Badminton, 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: [INSERT LINK]

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 Offense: _____

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 Offense: _____

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 NWT Badminton 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. NWT Badminton 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 NWT Badminton 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 NWT Badminton. 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 NWT Badminton. 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 NWT Badminton'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 Acknowledgement Form

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

Parent/Guardian

Coach

Director/Volunteer

Athlete

Official

Committee Member

Other

2. As an individual affiliated with NWT Badminton, 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

Signature

Date

Appendix F – Request for Vulnerable Sector Check

Note: NWT Badminton must modify this letter to adhere to any requirements from the VSC provider

INTRODUCTION

NWT Badminton 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

NWT Badminton is a not-for-profit territorial organization for the sport of badminton 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 NWT Badminton:

[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 NWT Badminton collects, uses, safeguards, discloses, and disposes of personal information, and states NWT Badminton's commitment to collecting, using, and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and NWT Badminton's interpretation of these responsibilities.
2. **Purpose** –The purpose of this policy is to govern the collection, use and disclosure of personal information during commercial activities in a manner that recognizes the right to privacy of *Organizational Participants* with respect to their personal information and the need of NWT Badminton to collect, use or disclose personal information.

Application of this Policy

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

Obligations

5. **Statutory Obligations** – NWT Badminton 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*, NWT Badminton and its *Representatives* will also fulfill the additional requirements of this Policy. *Representatives* of NWT Badminton 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 NWT Badminton; or
- e) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of personal information.

Accountability

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

NWT Badminton

Thorsten Gohl

PO Box 244, Fort Providence, NT X0E0L0

thor@badmintonnwt.ca

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 NWT Badminton’s privacy policies and practices.
9. Employees – NWT Badminton shall be responsible to ensure that the employees, contractors, agents, or otherwise of NWT Badminton 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 NWT Badminton programs, *Sanctioned Events*, fundraising, activities, discipline, appeals, and other pertinent information
- b) Publishing articles, media relations and postings on NWT Badminton 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
- g) Posting images, likeness or other identifiable attributes to promote NWT Badminton

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
- 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
- b) Promotion and sale of merchandise

General:

- a) Travel arrangement and administration
 - b) Implementation of NWT Badminton'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 NWT Badminton
 - h) Payroll, honorariums, company insurance and health plans
11. Purposes not Identified – NWT Badminton 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 – NWT Badminton shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. NWT Badminton may collect personal information without consent where reasonable to do so and where permitted by law.
13. Implied Consent – By providing personal information to NWT Badminton, *Organizational Participants* are consenting to the use of the information for the purposes identified in this policy.
14. Withdrawal – An individual may declare to the Privacy Officer in writing to withdraw consent to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions, including under the *CSSP Consent Form*. NWT Badminton will inform the *Organizational Participant* of the implications of such withdrawal.

15. Legal Guardians – Consent shall not be obtained from individuals who are *Minors*, seriously ill, or mentally incapacitated and therefore shall be obtained from a parent, legal guardian or person having power of attorney of such an individual.
16. Exceptions for Collection – NWT Badminton is not required to obtain consent for the collection of personal information if:
 - a) It is clearly in the *Organizational Participant's* interests and consent is not available in a timely way;
 - b) Knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal 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 – NWT Badminton may use personal information without the *Organizational Participant's* knowledge or consent only:
 - a) If NWT Badminton 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) 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 – NWT Badminton may disclose personal information without the individual's knowledge or consent only:
 - a) To a lawyer representing NWT Badminton;
 - b) To collect a debt the individual owes to NWT Badminton;
 - 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 NWT Badminton's initiative when NWT Badminton 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 (NWT Badminton must inform the individual of the disclosure);
- h) Aggregate information for statistical, scholarly study or research;
- i) To an archival institution;
- j) 20 years after the individual's death or 100 years after the record was created;
- k) If it is publicly available as specified in the regulations; or
- l) If otherwise required by law.

Limiting Collection, Use, Disclosure and Retention

- 19. Limiting Collection, Use and Disclosure – NWT Badminton 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 NWT Badminton, 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 – NWT Badminton 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 – NWT Badminton 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, NWT Badminton will keep records of the breach and inform affected individuals.

Individual Access

26. Access – Upon written request, and with assistance from NWT Badminton, 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-NWT Badminton privilege or litigation privilege.
29. Reasons – Upon refusal, NWT Badminton 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 NWT Badminton 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 NWT Badminton; 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 – NWT Badminton shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, committee member volunteer, trainer, contractor, and other decision-maker within NWT Badminton 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 NWT Badminton 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 – NWT Badminton does not collect, use, or disclose personal information such as *IP Addresses*.

Applicable Law

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

Reciprocation Policy

Purpose

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

Responsibilities

2. NWT Badminton will:
 - a) provide copies of discipline and appeal decisions to Badminton Canada XXX;
 - b) for discipline decisions provided to NWT Badminton by Badminton Canada, determine per the *Sport Integrity and Complaints Policy* whether to initiate further action against the individual(s) named in the decision;
 - c) recognize and enforce the disciplinary sanctions imposed by Badminton Canada; and
 - d) recognize and enforce the disciplinary sanctions and measures imposed by the *SIC* related to the *CSSP*.

Sanctioned Event Discipline Procedure

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

Purpose

1. NWT Badminton is committed to providing a competition environment in which all *Organizational Participants* 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 NWT Badminton as using this Procedure.
3. If the *Sanctioned Event* is being sanctioned by an organization other than NWT Badminton (e.g., by Badminton 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 *Organizational Participants* connected with NWT Badminton (such as *Athletes, Athlete Support Personnel*, and directors and officers) must be reported by the head coach or team representative to NWT Badminton 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 NWT Badminton, the procedure for taking immediate corrective action in the event of a possible violation of the *Code*.

Misconduct During Sanctioned 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 person or three people (one of whom shall be designated the Chairperson), who shall not be in a conflict of interest or involved in the original incident, to determine whether the *Code* has been violated;
 - 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 NWT Badminton 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 *Organizational Participants* from reporting the same incident to NWT Badminton 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. NWT Badminton 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. NWT Badminton 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 NWT Badminton provides *Under-Represented Groups* with a full and equitable range of opportunities to participate and lead.

General

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

- i) exercise influence with external agencies to encourage equity.

Programming

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

Staff, Board of Directors, Committee

- 5. NWT Badminton 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 NWT Badminton's *Code*.

Media Relations

- 6. NWT Badminton 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, NWT Badminton 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 NWT Badminton 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. NWT Badminton 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. NWT Badminton will continually monitor and evaluate its diversity, equity and inclusion progress.