



**OPERATIONAL**

**POLICY & PROCEDURES MANUAL**

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## **PART- ONE: ADMINISTRATION**

### **PREAMBLE**

Gymnastics Canada Gymnastique is a leading Gymnastics country and it leads the development of Gymnastics in Canada in collaboration with its Members and other sport organizations. The following presents its Vision Statement, Mission and Core Values:

### **VISION STATEMENT**

Be the foundation sport in Canada. Consistently achieve international success.

### **MISSION**

Build the foundation. Create champions. Inspire the nation.

### **CORE VALUES**

GCG is athlete focused and believes in operating by the core values of:

- Collaboration
- Dedication
- Excellence
- Innovation
- Integrity

## SECTION 1 – INTRODUCTION

Canadian Gymnastics Federation/Fédération Canadienne de Gymnastique is also known as Gymnastics Canada Gymnastique and is referred to in these policies and procedures as GCG.

### 1.1 AIM

The aim of this manual is to provide Members, Registered Participants, Directors, Officers, Committees, staff and volunteers with a clear understanding of the lines of communication, areas of responsibility, limitations of authority, and financial controls within GCG.

### 1.2 INTERPRETATION

Questions of interpretation of the policies, regulations, or guidelines contained in this manual are to be directed to the President/CEO of GCG for action, and subsequently the Board of Directors as appropriate.

### 1.3 JURISDICTION

1.3.1 These policies and procedures shall apply to Members, Registered Participants, staff and persons participating in activities which are directly under the authority of GCG.

1.3.2 It is the Board's responsibility to establish the organizational priorities relating to the mission of GCG. The Board shall prepare and revise the policies of GCG. The Board shall prepare and revise the policies of GCG as necessary, and, in consultation with the President/CEO, shall ensure such policies are enacted.

## SECTION 2 – AUTHORITY & RESPONSIBILITY

### 2.1 ANNUAL GENERAL MEETING (AGM)

2.1.1 The AGM provides the ultimate authority of GCG. The AGM is responsible for formally approving any changes to the By-Laws.

2.1.2 The AGM shall hold an election of Directors at Large pursuant to Section 3.

2.1.3 Those attending are:

- a. The Board of Directors;
- b. The Presidents of the Members; or,
- c. Delegates appointed by a Member to attend the meeting;
- d. Professional Staff (ex-officio).

2.1.4 Members should advise GCG of the names of their delegates to the AGM at least two weeks prior to the meeting.

2.1.5 All delegates to a General meeting must be at least 18 years of age and in good standing with GCG.

2.1.6 Voting rights will be in accordance with Articles 30, 31, 32, 33, 34 & 35 of the By-Laws.

2.1.7 Members shall report on their activities at the AGM.

## 2.2 BOARD OF DIRECTORS

2.2.1 The Board is accountable to the AGM and the Membership at large, and shall:

- a. Recruit and hire the President/CEO;
- b. Establish the Corporate Goals in consultation with the President/CEO;
- c. Require the President/CEO to create both long term and annual business plans and budgets for GCG, and to approve same;
- d. Clearly establish the limitations on the delegated authorities of the President/CEO in the areas of financial and contract commitments, risk management, personnel decisions, and other organizational decisions as appropriate;
- e. Establish any Board Committees required to effectively perform Board obligations;
- f. Review and approve membership fees recommended by the President/CEO;
- g. Review and approve any Member and Registered Participant sanctions recommended by the President/CEO;
- h. Be the forum for appeal of any decision made by the President/CEO.

2.2.2 In dispensing their individual duties, Directors shall:

- a. Be fully committed to attending every meeting of the Board and any Committees of which they are a member;
- b. Protect confidential information of GCG;
- c. Be bound by the decisions and/or actions of the Board and respect Board solidarity;
- d. Speak on behalf of the Board only when so directed by the Board as a whole;
- e. Ensure that no individual Board member interferes with the management activities of the President/CEO unless directed by the Board as a whole to act on the Board's behalf;
- f. Copy the President/CEO on any correspondence and documentation processed by them while acting in a Board capacity;
- g. Report on any Board Committee activities and responsibilities.

## **2.3 PRESIDENT/CEO**

### 2.3.1 The President/CEO shall:

- a. Prepare and manage the long term and annual business plans & budgets in alignment with the Corporate Goals;
- b. Have full operational authority and responsibility for the conduct of the affairs of GCG unless explicitly and specifically limited by the Board. The President/CEO's duties concerning the financial management of GCG are more particularly set out in Appendix 1;
- c. Ensure that the affairs of GCG are conducted in accordance with:
  - i. The By-Laws and Operational Policy and Procedures,
  - ii. Applicable Federal and Provincial laws,
  - iii. Ethical and prudent behavior;
- d. Act as GCG's primary contact and representative in all dealings with National and International sports organizations, the government and other funding agencies;
- e. Ensure that a comprehensive program of risk management is in place which is adequately and regularly monitored, reviewed and updated, as more particularly set out in Appendix 1;
- f. Have the authority in extreme situations involving an athlete or coach to override the provisions of the Operational Policy & Procedures or the Technical Regulations of GCG where such policy, procedure or technical regulation is contradictory or fails to adequately address a circumstance or would create a result which through no fault of a person would wrongfully hurt the person. In the event of such exercise of authority pursuant to this policy, the President/CEO shall file a written report with the Board of Directors and the exercise of the authority and the report will be reviewed at the next meeting of the Board of Directors. Any Member or Registered Participant will have the right to appeal under Section 2.2.1 a decision of the President/CEO made pursuant to this Policy.

## **2.4 STANDING BOARD COMMITTEES**

### 2.4.1. Standing Committees are established by the Board to effectively dispense Board obligations. Current standing committees are the:

- a. Audit Committee (protocols - Appendix 2),
- b. Nominating Committee (protocols - Appendix 3),
- c. Human Resources Committee (protocols - Appendix 4),
- d. Awards Committee (protocols - Appendix 5),
- e. By-Law and Policy Review Committee (protocols - Appendix 6),
- f. Advisory Council (protocols in Appendix 7).

## **2.5 PROGRAM COMMITTEES**

2.5.1. Program Committees are established to provide input and guidance on key matters specific to their respective programs. Decision authority regarding any Program Committee recommendation remains with the respective GCG Program Director. Current Program Committees are the:

- a. Women's Artistic Gymnastics Program Committee,
- b. Men's Artistic Gymnastics Program Committee,
- c. Trampoline Gymnastics Program Committee,
- d. Rhythmic Gymnastics Program Committee,
- e. National Development/Education Program Committee.

## **2.6 OTHER COMMITTEES**

Other Committees may be struck from time to time at the direction of the President/CEO to accommodate short-term projects, events, studies, etc.

The terms of reference and limitations of authority of these committees will vary and will be determined by the President/CEO.

## **2.7 OBSERVERS AT MEETINGS**

Except for Standing Committees, all meetings of the Board and Committee Meetings shall be generally open to observers unless the Chair, in his/her discretion, feels that an agenda item(s) to be discussed is of a private or confidential nature, in which case, the Chair may declare that portion of the meeting closed.

## **SECTION 3 – ELECTIONS FOR THE BOARD OF DIRECTORS**

Removed Dec. 10, 2017

## **SECTION 4 – MEETINGS**

Removed Dec. 10, 2017

## **SECTION 5 – VOLUNTEERS**

Removed Dec. 10, 2017



## SECTION 6 – SCREENING

### 6.1 GENERAL

Sport organizations have a legal responsibility to protect a minor and Registered Participants from foreseeable harm and may be held responsible for failing to take reasonable measure in the area of appropriate screening practices.

### 6.2 SCOPE

This Policy applies to any employee, contractor, member organization, volunteer, or appointee, including coaches, judges, delegation support staff, and persons handling finance.

### 6.3 APPLICATION

An effective screening process shall be in place for all business relating to GCG programs and events that can be categorized as “high risk” (whether organized by GCG directly or by another organization on behalf of GCG).

### 6.4 DEFINITIONS

6.4.1 For purposes of this Policy, “minor” means a person under the age of majority.

6.4.2 For the purposes of this Policy, the term “relevant offence” refers to a criminal conviction for fraud and theft related offences, assault, sexual assault, sexual interference, sexual exploitation, invitation to sexual touching, or criminal harassment.

### 6.5 ASSESSMENT OF HIGH RISK SITUATIONS

6.5.1 High risk situations may be those involving interaction with a minor, where such interactions may, at times be:

- a. One on one (2 adults should be present whenever / wherever possible);
- b. In settings which may be private;
- c. In situations where there is little regular supervision of the activity by persons in positions of authority.

6.5.2 High-risk situations may also involve individuals with significant financial responsibility.

6.5.3 The responsibility for assessing high-risk situations, which require screening procedures, rests with the President/CEO of GCG or, where another organization is managing an activity on behalf of GCG, with the chief organizer of that activity.

## 6.6 MINIMUM SCREENING PROCEDURES

For positions deemed to represent a high risk, the following minimum screening activities will occur:

- 6.6.1 The position shall have a written job description that will set out clear guidelines about appropriate behavior and conduct.
- 6.6.2 The individual shall be provided with a copy of GCG's Code of Ethics and Rules of Conduct found at Section 29.
- 6.6.3 The recruitment/selection process shall involve:
  - a. Requiring the candidate to complete an application form;
  - b. Interviewing the candidate for the position;
  - c. Checking a minimum of two references;
  - d. Providing information and an orientation session explaining performance expectations;
  - e. Providing the training necessary for satisfactory performance in the position;
  - f. Providing a designated person in a position of authority who shall regularly monitor a volunteer's work, provide feedback, and report any concerns to the leadership of GCG;
  - g. Providing for a criminal record check, or requiring the individual to provide an official criminal record check recently obtained;
  - h. Requiring an appointed individual, who is subsequently convicted or found guilty of a relevant offence, to immediately report this circumstance to GCG.

## 6.7 FOLLOW-UP SCREENING

As a result of screening procedures or a criminal record check, GCG (or the organization managing an activity on behalf of GCG), shall have the authority:

- 6.7.1 Where a criminal record check indicates a previous criminal conviction, to request further information from the individual about the nature and circumstances of the conviction in order to determine whether the conviction relates to a relevant offence.
- 6.7.2 To not hire / engage an individual who does not cooperate in providing further information pertaining to the nature and circumstances of a criminal conviction.
- 6.7.3 To not hire / engage an individual who has a conviction for, or has been found guilty of, a relevant offence.
- 6.7.4 To reassign the duties and responsibilities of any individual as a result of a criminal conviction for a relevant offence.
- 6.7.5 To dismiss an individual who does not cooperate in providing further information pertaining to the nature and circumstances of a criminal conviction, or receives a conviction for, or is found guilty of, a relevant offence.

## 6.8 CONFIDENTIALITY

GCG (and other organizations acting on behalf of GCG) shall keep the results of criminal record checks confidential and shall not disclose these results to any persons unless such disclosure is required by law, is necessary for a disciplinary proceeding, or is in the best interest of the public.

## SECTION 7 - FINANCIAL PROCEDURES

### 7.1 BUDGETING PROCEDURES

#### 7.1.1 Budgeting

The President/CEO shall ensure that appropriate guidelines are established to allow the Standing, Program and Special Project Committees to prepare and submit their budgets in a timely fashion.

The President/CEO shall present a consolidated GCG budget to the Board of Directors for its approval.

#### 7.1.2 Budget Responsibility

GCG works under a system of responsible budgeting, whereby the individuals responsible for the expense of funds are also responsible for ensuring that the year's expenses do not exceed the amount budgeted.

GCG is divided into seven areas of responsibility, delineated by programs, those being:

- a. Men's Artistic Gymnastics;
- b. Women's Artistic Gymnastics;
- c. Trampoline Gymnastics;
- d. Rhythmic Gymnastics;
- e. National Development/Education Program;
- f. Events;
- g. Governance & Operations.

These program areas are managed by full-time staff who are responsible (with input from the respective program committees and other professional staff) for budget development and management.

The President/CEO is empowered to adjust any and all program activities if the anticipated revenues are not forthcoming or cannot be guaranteed in advance of the project/program implementation.

Once the Board has approved the budget, the Board should avoid being involved in the management of the budget (except under extreme circumstances).

## 7.2 FINANCIAL MANAGEMENT

The President/CEO is responsible to manage the financial affairs of GCG in accordance with Appendix 1 – Section 2.

### 7.2.1 Financial Controls

The Board exercises the ultimate financial control by virtue of the powers of budget approval vested in the Board.

### 7.2.2 Signing Officers

The Board of Directors shall, at its first meeting after election to office, appoint by resolution three (3) persons, to include the President/CEO, the Accountant and two Director's to sign cheques and other banking documents of GCG.

### 7.2.3 Signature Stamps

- a. The person controlling and applying a signature stamp must be independent of the person approving expenses for payment, preparing cheques for payment or any accounting functions;
- b. The signature stamp must be properly safeguarded to prevent unauthorized use;
- c. The signature stamp should be used only when a second signature is not available and the payment requires immediate attention;
- d. The person controlling and applying a signature stamp shall send an electronic message (fax or e-mail) outlining the nature of the transaction to the signatory before the fact. The signatory shall confirm electronically (fax or e-mail) his/her agreement or refusal of his/her stamp.

### 7.2.4 Contracts

All contracts must be approved and signed by the President/CEO or delegate.

### 7.2.5 Payments (Expenses, Honoraria, etc.)

Any payment is governed by the following:

- a. Officers, Board of Directors and Committee Members – Travel expenses will be paid at the current established rates;
- b. No expenses will be considered for any meeting or function that have not been properly called by the President/CEO, Chair or duly authorized staff or Committee Chair. Directors and Committee members will be specifically advised in advance of all meetings as to expense status;
- c. GCG Staff – Staff traveling on GCG business will be reimbursed expenses at the current established rates;
- d. All payments are authorized by the President/CEO.

## SECTION 8 – TRAVEL

### 8.1 GUIDELINES AND PROCEDURES

- 8.1.1 In principle, all travel arrangements related to GCG regulated National or International competitions, meetings and programs will be made by the GCG National Office. Where feasible, travel for other associated persons related to the event (i.e. other coaches, parents, etc.) may be arranged by the National Office, when previously agreed upon.
- 8.1.2 All Gymnasts, Coaches, Judges and Officials who are part of a delegation / group to an event which is part of a GCG regulated program, must be prepared to meet the commitment of traveling to the event together if possible, but certainly on the same day in keeping with the schedule which has been predetermined for the project. All members of a delegation must also be prepared and committed to attend the event at least to the conclusion of the entire program which has been arranged by the host organization (including any post-event social program).
- 8.1.3 Notwithstanding the suggested arrival date contained in any invitation, all members of the delegation must be prepared to commit to a departure date which provides for a proper adjustment period between the time and date of arrival and the actual competition date.

Where the suggested arrival date contained in the invitation precludes the application of the above, a letter will be sent to the Organizing Committee over the President/CEO's signature requesting that an earlier arrival is desired and GCG is prepared to pick up the additional expense.

- 8.1.4 The names of all Athletes, Coaches, Judges, Officials and alternates of the official delegation and where applicable other associated persons should be provided to GCG at least 35 days in advance of scheduled departure for overseas events and at least 21 days in advance of scheduled departure for North American events. The names of all members of the official delegation must be provided to GCG to be communicated to the Organizing Committee within the timelines outlined in the official invitation.
- 8.1.5 If any person(s) additional to the number of persons contained in an invitation to an event are required to accompany a delegation, a written request will go from the President/CEO, formally asking for the accommodation to be granted by the Organizing Committee and stating that GCG will be responsible for payment of the additional costs. This should be done upon receipt of an invitation, but in any case at least 60 days prior to the event.
- 8.1.6 The principles of using the most economical means of travel (i.e. reduced fares) and operating as a "Team Unit" may, from time to time, result in some inconvenience to an individual. The staff of the GCG National Office will do everything possible to minimize any inconvenience.
- 8.1.7 When booking accommodations all individuals shall have their own bed (no sharing of a bed), unless previously agreed to by all concerned parties.

## 8.2 EXPENSE LIMITATIONS AND REIMBURSEMENT GUIDELINES

Expense limitations shall be approved and communicated to all individuals in advance in accordance with the activity/event budget. Current reimbursement rates for Travel, Meals and Accommodations are stated in Reimbursement Table – Appendix 9.

The following principles/guidelines shall apply:

8.2.1 Air Travel - may cover up to 100% of actual return costs by the most economical means.

8.2.2 Train & Bus Travel - may cover up to 100% of actual return costs of transportation including sleeping accommodation provided that it does not exceed the most economical air travel.

8.2.3 Private Motor Vehicles - may cover up to the current established rate per kilometer but the most economical use of the private vehicle must be made through appropriate passenger utilization (more than one or two persons per car where possible). At no time will mileage be paid in excess of the lowest air fare available for the same journey.

8.2.4 Local Ground Transportation

In Canada, the cost of private car, in-city taxi or limousine service to and from airports etc. (most economical) shall be pre-approved and communicated to the individual prior to the event by the appropriate staff member.

Outside Canada, the actual costs of ground transportation may be reimbursed subject to the provision of receipts.

8.2.5 Meals & Accommodation

Where feasible, accommodation and meal arrangements shall be reserved and paid for by the National Office unless pre-approved by the appropriate staff member. A daily meal allowance up to the current daily rate will be allowable as indicated in Appendix 9.

The stated per diem rate per person listed in Appendix 9 may be provided for accommodation when staying with friends.

8.2.6 Local officials/volunteers

Travel & meals for individuals residing within the 160 km (100 miles) round trip radius - where officially authorized in advance by the appropriate staff member may be reimbursed as indicated in Appendix 9.

8.2.7 Miscellaneous expenses

Such as telephone, postage, gifts, etc., will not be reimbursed by GCG unless pre-approved by the National Office. (Official gifts, pennants, and trader pins are provided by the National Office for all International events).

## **SECTION 9 – PROCUREMENT**

Removed Dec. 10, 2017

## **SECTION 10 – LETTERHEAD**

Removed Dec. 10, 2017

## **SECTION 11 – AUDIO/VISUAL**

Removed Dec. 10, 2017

## **SECTION 12 – ATHLETE TRUST FUND**

Removed Dec. 10, 2017

## **SECTION 13 – FUND RAISING**

Removed Dec. 10, 2017

## **SECTION 14 - EQUITY AND ACCESS**

### **14.1 PRINCIPLES**

GCG policies clearly state that we believe in the core values of:

- a. Collaboration
- b. Dedication
- c. Excellence
- d. Innovation
- e. Integrity

This Policy outlines GCG principles on Equity and Access.

### **14.2 ATHLETE-CENTERED APPROACH**

GCG is committed to an athlete-centered approach emphasizing the design and implementation of programs based upon their involvement and needs. This approach shall include, but not be limited to, such practices as:

14.2.1 Representation on:

- a. The Board of GCG;
- b. Program Committees;
- c. Working groups or task forces directly affecting HP athletes

14.2.2 Annual Senior National Team survey to be used in program review and planning.

14.2.3 Provision of an independent arbitration mechanism for the settlement of disputes which have exhausted GCG's Appeal Policies and Procedures.

### **14.3 OFFICIAL LANGUAGES**

- 14.3.1 GCG is committed to serving its membership in both of Canada's official languages by focusing on key areas including, but not limited to:
- a. Key operating documents;
  - b. Receiving, responding to, or redirecting inquiries;
  - c. GCG Web Site;
  - d. National events and information;
  - e. AGM materials and an AGM where delegates are encouraged to speak in either of Canada's two official languages.

### **14.4 SAFE ENVIRONMENT**

GCG is committed to providing a safe environment where all individuals are treated with respect and dignity, and free of harassment on the basis of race, national or ethnic origin, colour, religion, sex, sexual orientation, age, marital status, family status, or disability. GCG will promote this by means of, but not limited to, the following practices.

- 14.4.1 A national harassment prevention program.
- 14.4.2 Harassment complaints or concerns expediently addressed through GCG's Harassment Policy (Section 36).
- 14.4.3 Promotion of a harassment-free environment.
- 14.4.4 On-going education.

### **14.5 EQUITY AND ACCESS FOR ALL**

GCG is committed to equity and access for all (women, aboriginal peoples, visible minorities, and persons with disabilities) as athletes, coaches, officials, administrators, volunteers, participants and leaders. GCG will promote such equity and access by means of, but not limited to, such practices as:

- 14.5.1 Use of inclusive language and images.
- 14.5.2 Monitoring of demographics.
- 14.5.3 Identification of, and development of strategies to address barriers and disparities.



## SECTION 15 RISK MANAGEMENT POLICY

### Preamble

As the National sport organization that governs the sport of Gymnastics throughout Canada, GCG recognizes that there are risks inherent in all facets of our governance, program delivery and business operations.

GCG is committed to managing risks to the organization and to its Members, clubs and Registered Participants. We take the safety, well-being and satisfaction of our members and participants seriously. While we are not averse to taking organizational risks and pursuing opportunities, we will do so thoughtfully and in an informed manner.

### Purpose

The aim of this policy is to provide a guiding statement on how risk management is to be performed within GCG. In general, we view risk management as a comprehensive approach to improving organizational performance. This policy has other purposes as well, namely:

- Reinforcing an understanding of risk management as having a broad focus, beyond merely preventing lawsuits and financial losses;
- Performing an educational function for staff, volunteers, Members, clubs and registered participants;
- Over the longer term, contributing to enhancing a 'risk management culture' within GCG.

Ultimately, successful risk management has the following benefits for GCG:

- Prevents or limits injury or losses to Registered Participants, volunteers and staff;
- Helps to protect GCG and its Members, clubs and Registered Participants against litigation;
- Ensures that GCG is compliant with all applicable laws, regulations and standards;
- Improves the quality and relevance of the programs and services that GCG provides to its Members, clubs, Registered Participants, partners and sponsors;
- Promotes improved business management and human resource management practices; Enhances GCG's brand, reputation and image in the community;
- Overall, enhances GCG's ability to achieve its strategic objectives.

### Scope and Authority

The President/CEO is appointed as Risk Manager for GCG, responsible for the implementation, maintenance and communication of this policy. This policy applies to all activities undertaken by GCG at the National level. Where GCG exercises authority over activities below the National level, risk management measures may also be prescribed by GCG for implementation by Members and clubs. Members are encouraged to prepare policies similar to this policy, to govern the management of risk within their jurisdictions.

## **Policy**

GCG makes the following commitments to its Members:

- All activities and events undertaken by GCG will be analyzed from a risk management perspective;
- Systematic and explicit steps will be taken to identify, assess, manage and communicate risks facing GCG;
- Risk control strategies will be reasonable and will reflect the given standard of care in any circumstance (where standard of care is determined by written/published standards, industry practices, established case law precedent, and common sense).

GCG acknowledges that risk management is a broad activity and a shared responsibility. All directors, officers, staff, and volunteers have an ongoing responsibility to take appropriate measures within their scope of authority and responsibility to identify, assess, manage and communicate risks.

## **The Risk Management Process**

Managing risks involves three steps:

- 1) identify potential risks using an informed, environmental scan approach,
- 2) assessing the significance of a risk by considering its possibility and consequences,
- 3) developing and implementing measures to address those risks deemed significant by reducing possibility, consequences or both.

Risks arise from a number of categories of GCG's operations. In the sport domain, facilities, equipment, people and programs all give rise to potential risks. GCG has determined that the following categories will be used when identifying risks:

- Operational/Program Risks
- Compliance Risks
- Communication Risks
- External Risks
- Governance Risks
- Financial Risks

All risks faced by GCG can be addressed by one or more of the following four general strategies:

- Retain the risk – no action is taken because the possibility and consequence of the risk is low. It may also be that the risk is inherent in the activity itself and thus can be accepted in its present form.
- Reduce the risk – steps are taken to reduce the possibility of the risk, and/or its potential consequences, through efforts such as improved planning, policies, organization, delivery, supervision, monitoring or education.
- Transfer the risk – accept the level of risk but transfer some or all of it to others through the use of insurance, waiver of liability agreements or other business contracts.
- Avoid the risk – eliminate the risk by avoiding the activity giving rise to the risk – in other words, simply decide NOT to do something, or to eliminate some activity or initiative.

The above general strategies translate into a variety of risk control measures, which for GCG may include (but are not limited to):

- Development of policies, procedures, standards and rules;
- Effective communication;
- Education, direction, professional development and specialized training;
- Ensuring a core set of organizational values have been identified, defined and communicated throughout GCG;
- Adherence to minimum, mandatory qualifications and/or certifications for key staff and leaders;
- Use of robust and legally sound contracts (codes of conduct, athlete and coach agreements, employment agreements, contractor agreements, partnership agreements);
- Improving role clarity through use of written position descriptions and committee terms of reference;
- Supervision and monitoring of staff, volunteers, participants and activities;
- Establishing and communicating procedures to handle concerns, complaints and disputes;
- Implement schedules for regular review, maintenance, repair and replacement of equipment;
- Preparing procedures and protocols for emergency response and crisis management;
- Use of warnings, signage, participation agreements and waiver of liability agreements where warranted;
- Purchasing appropriate insurance coverage for all activities and reviewing regularly.

## SECTION 16 – APPROPRIATE USE OF TECHNOLOGY

The computing and communications facilities provided by Gymnastics Canada Gymnastique are primarily intended for the advancement of Gymnastics, administrative and communications purposes. The use of these services is governed by all applicable policies of GCG, as well as by all applicable Canadian federal, provincial and local laws and statutes. This Policy applies to Staff and Volunteers (the User) functioning in a role and/or responsibility related to GCG programs or activities.

The User bears the primary responsibility for the material that he or she chooses to access, send or display. The computer facilities may not be used in any manner that contravenes the above mentioned policies, laws or statutes. When devices, such as portable computers, are the property of the User, the appropriate use expectations still apply when such devices are used to access GCG technology facilities and/or conduct activities related to GCG responsibilities.

The inappropriate use of GCG computing facilities should be reported to the President/CEO and/or a member of the Senior Management Team responsible for the program or service area. Those who do not adhere to the appropriate use guidelines may be subject to disciplinary actions.

### **Appropriate use of information technology includes, for example:**

- Respect for the rights of others,
- Respect for the property of others,
- A presumption of the right to privacy,
- Confidentiality in the use of passwords and personal identification information,
- Use of tools (i.e. e-mail, Facebook, web site, etc.) for the purpose for which they were intended,
- Each user must use appropriate language when utilizing technology resources; appropriate language is language that reflects the professional standards and values of GCG,
- Adherence to the rules governing the use of accounts, equipment, networks or other facilities,
- Adherence to etiquette,
- Respect the legal protection provided by copyright and licences to programs and data, and
- Respect and adhere to any local, provincial or federal laws which may govern the use of these technologies.

### **Inappropriate use of information technology includes, for example:**

- Unauthorized access, alteration, destruction removal and/or disclosure of data, information, equipment, software or systems,
- Disclosure of all forms of confidential information,

- Use of facilities and resources for personal and/or commercial purposes,
- Propagation of hate literature or other malicious intents,
- Harassment, including sexual harassment, and
- Use that violates provincial or federal laws.

The above examples of appropriate and inappropriate use of technology are not all-inclusive and are provided as guidelines.

### **Recourse for Violations by Users**

As noted above, a suspected violation of this policy is to be reported to the President/CEO or another member of the Senior Management Team, who will initiate an appropriate investigation of the complaint. If warranted, a Disciplinary Committee may be struck in accordance with GCG Policy.

## **PART TWO – TECHNICAL**

### **SECTION 21 – HEAD OF DELEGATION & TEAM MANAGERS**

### **SECTION 22 - EVENT AUTHORIZATIONS SANCTIONS AND ELIGIBILITY**

#### **Preamble**

Article 34.3 of the FIG Statutes states: “Federations may organize among themselves events in accordance with the Statutes and Regulations of the FIG. It is, however, forbidden for gymnasts or judges of a federation to participate in competitions or demonstrations in the sphere of activity of another federation without the prior consent of the federations involved and that of the federation organizing the event. Likewise, the participation of gymnasts or judges of a federation in an event organized by a body other than a federation must be subject to the prior consent of any federations involved. Federations are also responsible to FIG for the behavior of their gymnasts, coaches, judges and other officials and they act as guarantors to the FIG in respect of these responsibilities.”

The intent of this policy is to:

- Enable GCG to perform its international FIG obligations;
- Facilitate the development of a national major events schedule;
- Develop a national events data base for use for media promotion, marketing, and event organizers;
- Ensure the harmonization of national team programs and major events schedule;
- Protect the eligibility status of our athletes and the image of gymnastics.

#### **22.1 RESPONSIBILITY**

The President/CEO of GCG is responsible to FIG for all events hosted in Canada with any international content and for all Canadian contingents traveling to gymnastics events outside of Canada.

GCG is responsible for monitoring eligibility as it pertains to membership in GCG and FIG.

#### **22.2 AUTHORIZATION**

An Authorization is an approval by GCG of a gymnastic event hosted in Canada or participation in a gymnastic event outside of Canada.

There are two (2) types of Authorizations:

22.2.1 Event Authorization: Authorization to hold an event involving national team members, and/or international gymnasts.

22.2.2 Participant Authorization: Authorization to participate in an event outside Canada. All requests should be forwarded by the Members to GCG with the appropriate support materials. The requests will not be unreasonably withheld and will be dealt with expeditiously.

### **22.3 EVENTS / ACTIVITIES REQUIRING AUTHORIZATION**

The following require a GCG Authorization:

- 22.3.1 Any International Nations Competition, which is a competition between representatives of the National Federations of various countries;
- 22.3.2 Any International Competition, which is a competition involving athletes from another country(s) (please refer to 22.10);
- 22.3.3 Any International Clubs Competition, which is a competition between clubs from another country(s) (please refer to 22.11);
- 22.3.4 Any National Competition, which is a competition involving Canadian gymnasts competing as National team members (please refer to 22.12);
- 22.3.5 Any Canadians who wish to participate in events outside of Canada;
- 22.3.6 GCG reserves the right to require an Authorization for an event regardless of the foregoing when, in its opinion, such action is necessary to protect the athlete's eligibility status.

### **22.4 TIME LIMIT**

All Authorizations are valid for a specific event only.

### **22.5 CANCELLATION**

GCG reserves the right to cancel any Authorization at any time for what it considers just cause. The cancellation will not take place until the parties concerned have been granted an explanation. When an Authorization is refused or cancelled, the fee paid (if any) shall be refunded to the person, club, group, or affiliate who made the application.

### **22.6 PENALTIES**

Any Member, club or individual failing to obtain an Authorization or having obtained an Authorization failing to abide by the Authorization rules, will be subject to disciplinary action by GCG. Any individual gymnast failing to abide by the rules will be subject to disciplinary action by GCG.

### **22.7 ELIGIBILITY**

To be eligible to participate in an authorized gymnastic event inside or outside of Canada the participant must be a member in good standing of a FIG recognized Federation.

In addition, the following applies to members of GCG Team delegations:

- 22.7.1 All participating athletes, officials and judges must be Canadian citizens or landed immigrants. If landed immigrants, they must apply for Canadian citizenship within the minimum time;
- 22.7.2 Normally, all coaches should comply with the provisions of paragraph (1) above; however, this requirement may be waived by the President/CEO.

## **22.8 NOTIFICATION**

Members, clubs, and/or individuals are required to notify GCG in advance, as specifically identified further in this Section, of all events for which Authorization is being requested.

## **22.9 FEES**

22.9.1 Authorization fees for major international events are set by FIG and are the responsibility of the host organization, and must be paid in advance upon sanctioning.

22.9.2 In addition, GCG may levy fees for all Authorizations it issues on a percentage basis or flat fee basis. These fees will be set by the President/CEO, and once established are the responsibility of the Member and/or Member clubs and/or Registered Participants and must be paid in advance upon approval.

## **22.10 INTERNATIONAL NATIONS COMPETITIONS IN CANADA**

22.10.1 This type of competition falls under the sole jurisdiction of GCG who shall issue the official invitations and organize the event. All communications with a foreign Federation are carried out by GCG.

22.10.2 For an International Nations Competition, the athletes are assigned by their national federations and compete under the name of the country. There may also be country rankings.

## **22.11 INTERNATIONAL COMPETITIONS & INTERNATIONAL CLUBS COMPETITIONS IN CANADA**

22.11.1 This type of competition may be organized by any GCG Member and/or Member clubs and/or Registered Participants upon receiving authorization by GCG.

22.11.2 The request for Authorization (Authorization Form) must be made by a Member, as per the deadline established by GCG. Authorization Form is available on the GCG Website - [www.gymcan.org](http://www.gymcan.org) – Event and/or Activity Outside of Canada

22.11.3 Upon receiving Authorization, the final list of invitees will be forwarded by GCG to the international federations. All international contact must be through the GCG office, unless otherwise authorized by GCG.

22.11.4 Authorization of these competitions does not permit the Organizing Committee to include a country in the team rankings, unless the country's federation has given written permission for the athletes invited to compete as a team under the name of the country. If no such permission is granted, no national team ranking is permitted.

22.11.5 An Authorization is granted only on the clear understanding that the event organizers are obligated to abide by all applicable FIG/GCG policies, rules, and regulations.



## 22.12 NATIONAL COMPETITIONS

- 22.12.1 A National Competition is a competition involving Canadian gymnasts competing as National Team members.
- 22.12.2 This type of competition may be organized by any Member, and/or Member clubs and/or Registered Participants upon receiving Authorization by GCG. Authorization Form is available on the GCG Website - [www.gymcan.org](http://www.gymcan.org) - Request to Host an International Event/Activity in Canada
- 22.12.3 The request for Authorization must be submitted by a Member and as per the deadline established by GCG.
- 22.12.4 An Authorization is granted only on the clear understanding that the event organizers are obligated to abide by all applicable FIG/GCG policies, rules, and regulations.

## 22.13 PARTICIPANT AUTHORIZATION FOR EVENTS OUTSIDE OF CANADA

- 22.13.1 Any Member or Registered Participant wishing to participate at events outside Canada must receive the authorization from GCG. The Authorization Form is available on the GCG Website - [www.gymcan.org](http://www.gymcan.org) - Request to participate in an event and / or activity outside of Canada.
- 22.13.2 An authorization form must be completed for all activities that will occur outside of Canada.
- 22.13.3 The request for Authorization (Authorization Form) must be submitted by a Member and as per the deadline established by GCG.
- 22.13.4 To apply for an Authorization, the event or activity must be approved by GCG. If the event is not approved by GCG, the request will not be processed.
- 22.13.5 A club or individual is not authorized to represent CANADA, compete under the name CANADA, and be included in team rankings as CANADA at any international event unless explicitly authorized by GCG. Such authorization must be requested in the Request for Authorization.
- 22.13.6 GCG will notify each national federation concerned that Canadian Registered Participants are planning to attend a club event in their country and request consent for their participation.

## **SECTION 23 - HOSTING NATIONAL AND INTERNATIONAL EVENTS**

### **23.1 GOALS FOR GCG EVENTS**

- To showcase our national athletes in a manner that attracts the public interest;
- To serve as a celebration of GCG gymnastics community;
- To provide GCG with a vehicle for meeting the needs of corporate sponsors and suppliers;
- To generate financial revenues for the host organization and GCG;
- To enhance the value of these capital assets with each hosting;
- To provide the best possible experience for all participants on and off the field of play;
- To share the hosting of annual GCG Events with the different regions of the country.

### **23.2 GCG EVENTS CONCEPTUAL AND PRESENTATION FRAMEWORK**

- 23.2.1 The conceptual and presentation framework of the different GCG Events will be established by GCG to ensure each event can be hosted in a financially profitable manner, while also achieving the above goals.
- 23.2.2 The framework will be established by GCG as part of the requests for hosting bids.
- 23.2.3 GCG has a general preference for consolidated rather than separate events.

### **23.3 GCG EVENTS ORGANIZATIONAL PARTNERSHIP FRAMEWORK**

- 23.3.1 GCG Events will be hosted in collaboration with various Partners – GCG Members, GCG Clubs, GCG Partners and their Local Organizing Committees (LOC).
- 23.3.2 The budget will be developed jointly by GCG and the Partner. The net profit/loss for the event will be shared between GCG and the Partner as per the agreed financial terms & conditions. GCG judging expenses (travel, meals and accommodation) and television production expenses might be included and negotiated based on the projected sponsorship/marketing revenue.
- 23.3.3 GCG will set the appropriate registration/accommodation fee structure to ensure the event can be financially viable.
- 23.3.4 The hosting partnership approach will involve GCG guiding the conceptual and presentation framework and the Partner, in consultation with GCG, directing the staging of the event within the agreed framework. The Partner, in consultation with GCG, will structure a LOC to be responsible for the hosting of the event within the conceptual and presentation framework, for the promotion of the event regionally, and for the operations within the approved budget framework aimed at achieving a net financial profit. The Partner and GCG will work in a consultative, co-operative fashion with respect to the marketing, promotion, television broadcast, and sponsorship of the event.

23.3.5 If television production needs to be purchased, the partners will analyze the cost-benefit of the production, and if appropriate will cost-share the production costs and television rights to the event.

#### **23.4 SELECTION OF GCG EVENT PARTNERS**

23.4.1 A call for bids to host the regular annual GCG Events during each quadrennial shall be made to Partners as required.

23.4.2 The call for bids to host special GCG Events (Team Matches, Trials, Major International Events, etc.) shall, if possible, be made to Partners two years in advance of the Event.

23.4.3 The call for bids shall include the Conceptual and Presentation Framework for the Event and Letter of Agreement to ensure clarity of expectations.

23.4.4 All bids must include a completed bidding package, letters of committed financial arrangements/support, and a signed Letter of Agreement, pending selection.

23.4.5 The bids will be reviewed by the National office, which will make recommendations to the President/CEO based upon the value of the bid, demonstrated ability to achieve the goals articulated for the event, the most appropriate balancing of host selections across all five regions, and maximum financial return to GCG.

23.4.6 The Board will ratify the final selections for the Canadian Championships and Major International events.

23.4.7 Where no bids are received for a GCG Event, the National office will be free to make the best arrangements possible to ensure hosting requirements are met.

23.4.8 The hosting terms and conditions shall be established by the President/CEO for the each quadrennial.

#### **SECTION 24 – AWARDS**

**Removed Dec. 10, 2017**

## **PART THREE - CONDUCT**

### **SECTION 28 – PRIVACY POLICY**

#### **28.1 GENERAL**

##### 28.1.1 Background

Privacy of personal information is governed by the Personal Information Protection and Electronics Documents Act (“PIPEDA”). This policy describes the way that GCG collects, uses, safeguards, discloses and disposes of personal information, and states GCG’s commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA, and GCG’s interpretation of these responsibilities.

##### 28.1.2 Purpose

The purpose of this policy is to govern the collection, use and disclosure of personal information in the course of commercial activities in a manner that recognized the right of privacy of individuals with respect to their personal information and the need of GCG to collect, use or disclose personal information.

##### 28.1.3 Definitions

The following terms have these meanings in this Policy:

- a. Act – Personal Information Protection and Electronic Documents Act;
- b. Commercial Activity – any particular transaction, act or conduct that is of a commercial character;
- c. Personal Information – any information about an identifiable individual including information that relates to their personal characteristics including, but not limited to, gender, age, income, social insurance number, home address or phone number, athletic testing and results, email, ethnic background, family status, health history and health conditions;
- d. Representatives – Members, Registered Participants, directors, officers, employees, committee members, officials, coaches, judges, referees, managers, trainers, volunteers, administrators, contractors and participants within GCG.

##### 28.1.4 Application

This Policy applies to GCG Representatives in connection with personal information that is collected, used or disclosed during any commercial activity related to GCG.

##### 28.1.5 Statutory Obligations

GCG is governed by the Personal Information Protection and Electronic Documents Act in matters involving the collection, use and disclosure of personal information.

##### 28.1.6 Additional Obligations

In addition to fulfilling all requirements of the Act, GCG and its Representatives will also fulfill the additional requirements of this Policy. Representatives of GCG 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 GCG;
- e. Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, the disclosure of personal information.

28.1.7 Ruling on Policy

Except as provided in the Act, the Board of Directors of GCG will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

## 28.2 ACCOUNTABILITY

28.2.1 Privacy Officer

The GCG Board shall appoint a Privacy Officer who is responsible for the implementation of this policy and monitoring information collection and data security, and 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 at the following address:

Gymnastics Canada - 1900 City Park Drive, Suite 120  
Ottawa, ON, K1J 1A3  
613-748-5637 ext. 222  
info@gymcan.org

28.2.2 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 GCG's policies and practices.

28.2.3 Employees

GCG will be responsible to ensure that the employees, contractors, agents, or otherwise are compliant with the Act and this Policy.

## 28.3 IDENTIFYING PURPOSES

### 28.3.1 Purpose

Personal information may be collected from Representatives and prospective Representatives and will only be used to meet and maintain the highest standard of organizing and programming and used by GCG for purposes that include, but are not limited to, the following:

- a. Receiving communications from GCG and their sponsors in regards to E-news, e-mails, bulletins, donations requests, invoices, notifications, merchandise sales, newsletters, programs, events and activities;
- b. Establishing and managing trust funds and distribution of honorariums;
- c. Database entry at the Coaching Association of Canada to determine level of coaching certification and qualifications;
- d. Coaching selection;
- e. Database entry to determine level of officiating certification and qualifications;
- f. Determining eligibility, age group and appropriate level of play/competition;
- g. Implementing Gymnastics Canada's screening program;
- h. Implementing anti-doping policies and drug testing;
- i. Promoting sale of merchandise;
- j. Medical emergency;
- k. Award nominations;
- l. Biographical information;
- m. Competition and GCG registration;
- n. Inter-organization communications;
- o. Athlete registration, outfitting uniforms, monitoring eligibility, arranging travel and various components of athlete and team selection;
- p. Technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion;
- q. Purchasing equipment, manuals, resources and other products and/or services;
- r. Publishing articles, media relations and posting on Gymnastics Canada's website, displays or posters;
- s. Determining membership demographics and program wants and needs;
- t. Managing payroll, health benefits, insurance claims or insurance investigations.

28.3.2 Purposes not identified

GCG will seek consent from individuals when personal information is used for commercial purposes not previously identified. This consent will be documented as to when and how it was received.

**28.4 CONSENT**

28.4.1 Consent

GCG will obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. GCG may collect personal information without consent where reasonable to do so and where permitted by law.

28.4.2 Implied Consent

By providing personal information to GCG, individuals are consenting to the use of the information for the purposes identified in this policy.

28.4.3 Withdrawal

An individual may withdraw consent in writing to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. GCG will inform the individual of the implications of such withdrawal.

28.4.4 Legal Guardians

Consent will not be obtained from individuals who are minors, seriously ill, or mentally incapacitated and therefore will be obtained from a parent, legal guardian or person having power of attorney.

28.4.5 Exceptions for Collection

GCG is not required to obtain consent for the collection of personal information if:

- a. It is clearly in the individual'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 provincial law;
- c. The information is for journalistic, artistic or literary purposes; or,
- d. The information is publicly available as specified in the Act.

28.4.6 Exceptions for Use

GCG may use personal information without the individual's knowledge or consent only:

- a. If GCG has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial 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. 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 provincial law.

#### 28.4.7 Exceptions for Disclosure

GCG may disclose personal information without the individual's knowledge or consent only:

- a. To a lawyer representing GCG;
- b. To collect a debt the individual owes to GCG;
- 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, provincial 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 provincial law;
- e. To an investigative body named in the Act or government institution on GCG's initiative when GCG believes the information concerns a breach of an agreement, or a contravention of a federal, provincial, 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 provincial law;
- g. In an emergency threatening an individual's life, health, or security (GCG must inform the individual of the disclosure);
- h. 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 require by law.



## **28.5 LIMITING COLLECTION, USE AND DISCLOSURE AND RETENTION**

### **28.5.1 Limiting Collection, Use and Disclosure**

GCG will not collect, use or disclose personal information indiscriminately. Information collected will be for the purposes specified in Article 28.3.1, except with the consent of the individual or as required by law.

### **28.5.2 Retention Periods**

Personal information will be retained as long as reasonably necessary to enable participation in GCG, to maintain accurate historical records and or as may be required by law.

### **28.5.3 Destruction of Information**

Documents will be destroyed by way of shredding and electronic files will be deleted in their entirety.

## **28.6 SAFEGUARDS**

Personal information will be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.

## **28.7 INDIVIDUAL ACCESS**

### **28.7.1 Access**

Upon written request, and with assistance from GCG, an individual may be informed of the existence, use and disclosure of his or her personal information and will be given access to that information. As well, 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.

### **28.7.2 Response**

Requested information will be disclosed to the individual within 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.

### **28.7.3 Denial**

An individual may be denied access to his or her personal information if:

- a. This information is prohibitively costly to provide;
- b. The information contains references to other individuals;
- c. The information cannot be disclosed for legal;
- d. security or commercial proprietary purposes;
- e. The information is subject to solicitor-client or litigation privilege.

28.7.4 Reasons

Upon refusal, GCG will inform the individual the reasons for the refusal and the associated provisions of PIPEDA.

28.7.5 Identity

Sufficient information will be required to confirm an individual's identity prior to providing that individual an account of the existence, use, and disclosure of personal information.

**28.8 CHALLENGING COMPLIANCE**

28.8.1 Challenges

An individual will be able to challenge compliance with this Policy and the Act to the designated individual accountable for compliance.

28.8.2 Procedures

Upon receipt of a complaint GCG will:

- 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 telephone conversation and clarify the nature of the complaint within three (3) days of receipt of the complaint;
- d. Appoint an investigator using GCG personnel or an independent investigator, who will have the skills necessary to conduct a fair and impartial investigation and will have unfettered access to all files 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 GCG;
- f. Notify the complainant the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures with thirty (30) days of receipt of the complaint.

28.8.3 Whistle-blowing

GCG will not dismiss, suspend, demote, discipline, harass or otherwise disadvantage a Registered Participant, director, officer, employee, committee member, volunteer, trainer, contractor, and other decision-makers within GCG to 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 GCG 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.

## **28.9 IP ADDRESS**

GCG does not collect, use or disclose IP Addresses.

## **28.10 COOKIES**

GCG does not use cookies to identify specific individuals.

## **28.11 COPYRIGHT AND LEGAL DISCLAIMER**

28.11.1 The GCG website is a product of GCG. The information on this website is provided as a resource to those interested in GCG. GCG disclaims any representation or warranty, expressed or implied, concerning the accuracy, completeness or fitness for a particular purpose of the information. Persons accessing this information assume full responsibility for the use of the information and understand and agree that GCG is not responsible or liable for any claim, loss or damage arising from the use of this information. References to specific products, processes or services does not constitute or imply recommendation or endorsement by GCG. GCG also reserves the right to make changes at any time without notice.

28.11.2 Links made available through this website may allow a person to leave GCG site. The internet websites available through these links are not under the control of GCG. Therefore, GCG does not make any representation about these sites or the materials available. GCG is providing these links as a convenience and in no way guarantees these links and the material available. GCG is not responsible for privacy practices employed by other companies or websites.

## **28.12 APPLICABLE LAWS**

The GCG website is created and controlled by GCG in the Province of Ontario. As such, the laws of the Province of Ontario will govern these disclaimers, terms and conditions.

## SECTION 29 – GCG CODE OF ETHICS AND CONDUCT

This GCG Code of Ethics & Conduct offers general principles to guide conduct, and the judicious appraisal of conduct, in situations that have ethical implications.

This Code is intended to assist in furthering the ethical conduct in the sport of gymnastics; but ethical conduct can only come from the personal commitment of the participants in the sport to behave ethically.

This Code is not intended to establish a set of rules that will, by inclusion or exclusion, prescribe the appropriate behavior for Members and Registered Participants in every aspect of their participation in the sport. This Code is offered instead to guide and to affirm the will of all of Members and Registered Participants to safeguard the best interests of the sport by acting ethically at all times.

### 29.1 JURISDICTION

29.1.1 The GCG Code of Ethics & Conduct is the document that will be used in the first instance when complaints are received about a Member or Registered Participants of GCG who is alleged to have failed to act ethically.

29.1.2 Where there is a question of jurisdiction, the President/CEO shall determine the appropriate process for addressing the alleged misconduct and may seek legal counsel to make this determination.

### 29.2 INTRODUCTION

29.2.1 GCG Mission  
Build the foundation. Create champions. Inspire the nation.

29.2.2 Vision of Gymnastics in Canada:  
Be the foundation sport in Canada. Consistently achieve international success.

29.2.3 GCG Believes in the Core Values of:

- Collaboration
- Dedication
- Excellence
- Innovation
- Integrity

29.2.4 GCG grants the privilege of membership to individuals and organizations committed to its mission and vision statements.

29.2.5 The privilege of membership and participation in activities which are directly under the authority of GCG may, therefore, be withdrawn by GCG at any time where GCG determines that the conduct is inconsistent with the mission of the organization or the best interest of the sport

and those who participate in it. In order to assist all Members and Registered Participants to better serve the interest of those involved with gymnastics, GCG in addition to other Canadian codes of ethics and its Program codes of ethics and conduct, has adopted this Code of Ethics and Conduct.

Other Canadian Codes of Ethics and Conduct endorsed/adopted by GCG are:

- a. Coaches of Canada Codes – Coaching Code of Ethics:  
Principles and Ethical Standards and Code of conduct found at: Coaches of Canada
- b. Canadian Centre for Ethics in Sport – Code for Prohibited Conduct in Sport and Canadian Policy on Prohibited Conduct in Sport found at: CCES

### **29.3 ELEMENTS OF THE CODE**

#### **29.3.1 Participant Relationships**

Members and Registered Participants of GCG are charged with the responsibility for contributing to an environment, which makes participation in the sport a safe, positive and rewarding experience. In order to achieve that result coaches, judges and administrators have a special obligation to make decisions based on the best interest of the athlete.

It is inconsistent with this obligation for any Member or Registered Participant to:

- a. Fail to follow the safety guidelines established by GCG, or otherwise knowingly subject a participant to unreasonable physical or emotional risk;
- b. Engage in unsportsmanlike conduct including, in particular, attempting to injure, disable or intentionally interfere with the preparation of a competitor;
- c. Engage in conduct toward another participant in the sport, which is abusive. Abuse is any action, physical or verbal, which exploits or potentially harms or damages a person's physical, emotional or psychological health. Abuse can take many forms for example:
  - i. Physical – Where a person is intentionally injured, impaired or made to do excessive exercises as a disciplinary measure;
  - ii. Emotional – Where a person is subjected to ridicule, constant criticism, racial or gender discrimination or unrealistic pressure to perform; and,
  - iii. Neglect – Where a person has not been provided an appropriate level of care and supervision.
- d. Inappropriately discriminate in the provision of resources or opportunities to any person on the basis of race, sex, creed, sexual orientation, age, national origin, or mental or physical disability;
- e. Attempt to intimidate, embarrass, or improperly influence any individual responsible for judging or administering a competition;

- f. Engage in business practices directed toward another person which are unethical, illegal, or a breach of contract.

29.3.2 GCG recognizes that the process for training and motivating athletes will vary with each coach and each athlete, but it is nevertheless incumbent on everyone involved in the sport to support the development and use of motivational and training methods, which avoid conduct, which is, or is likely to be perceived as being abusive or the contrary to the Code of Ethics and Conduct.

## **29.4 PARTICIPATION**

29.4.1 Any GCG activity or event should be open to any Registered Participant properly qualified under the rules of that activity or event, and every Registered Participant participating in a GCG activity or event has an obligation to participate to the best of their ability.

It is therefore inconsistent with this obligation for any Registered Participant to:

- a. Restrict the ability of a Registered Participant to qualify for or participate in competition because of the Registered Participant's association with a particular organization or individual or because of that Registered Participant's race, sex, religious belief or creed, sexual orientation, age, national origin, or mental or physical disability;
- b. Participate as a judge, coach, athlete, or administrator in any activity where that judge, coach, or athlete is inadequately prepared, unable to participate, or fails to participate to the best of his or her ability;
- c. Engage in behavior that is so disorderly or inappropriate as to interfere with the orderly conduct of the activity or other Registered Participant's participation in, or enjoyment of, the activity;
- d. Engage in behavior which is unbecoming of a Registered Participant which reflects negatively on the country or province. All Registered Participants will represent their country with dignity, personal integrity, and within the spirit of fair play at all times;
- e. Not show respect for the social and cultural values of their own team members, other athletes and personnel, officials, and host personnel (staff, volunteers, spectators, and service personnel).

## **29.5 LOYALTY**

29.5.1 A Member or Registered Participant of GCG has a duty of loyalty to the sport of gymnastics and the rules and regulations that govern it.

29.5.2 It is inconsistent with this obligation for any Member or Registered Participant to:

- a. Knowingly misrepresent the policies or actions of GCG or its authorized representatives;

- b. Fail to resort in the first instance to the established procedures for inquiries, grievances and appeals such as: challenging a competitive result, contesting a team selection decision, or complaining about the conduct of another Member or Registered Participant; or attempting to reverse a policy adopted by GCG;
- c. Breach the duty to maintain appropriately established confidences of GCG or its members.

## 29.6 COMMUNICATION

29.6.1 Members or Registered Participants have a duty to communicate honestly and openly with the organization and its Members and Registered Participants.

It is inconsistent with this obligation for any Member or Registered Participant to:

- a. Misrepresent the member's competitive achievements, professional qualifications, education, experience, eligibility, criminal record, or affiliations;
- b. Knowingly disseminate false or misleading information about another Member or Registered Participant;
- c. Withhold from Registered Participants information or resources likely to enhance the athletes' enjoyment of the sport or reduce their risk of injury or illness;
- d. Fail to consult with or inform fully the athlete or the athlete's parents about opportunities made available to the athlete involving competitions, commercial activities, or recognition;
- e. Misrepresent the nature or extent of an injury in order to decline an invitation to participate in or withdraw from a competition assignment, training camp or other similar activity;
- f. Misrepresent the nature or extent of an injury in order to participate in (or cause an athlete to participate in) a competition, training camp, or other similar activity when such participation is inconsistent with the appropriate medical response to the injury.

## 29.7 ALCOHOL & DRUG ABUSE

29.7.1 All Registered Participants will be "drug-free" except for medication prescribed by a physician, which has been declared to the Team Manager. There will be zero tolerance for the use of illegal drug substances by any member of the Canadian Team.

29.7.2 Members and Registered Participants must ensure that the sport is conducted in an environment free of drug or alcohol abuse.

29.7.3 It is inconsistent with this obligation for any Registered Participant to:

- a. Use or provide to a third party any drug proscribed by applicable federal, provincial, or municipal law;

- b. Assist or condone any competing athlete's use of a drug banned by the International Olympic Committee, International Gymnastics Federation (FIG), Canadian Anti-Doping Program, Canadian Olympic Committee, GCG, or, in case of athletes, to use such drugs or refuse to submit to properly conducted drug tests administered by one of those organizations;
- c. Provide alcohol to, or condone the use of alcohol by minors, be under the influence of alcohol while competing or performing official duties, abuse alcohol in the presence of athletes or at GCG activities or, in the case of athletes, consume alcoholic beverages while a minor.

## 29.8 CRIMINAL CONDUCT

29.8.1 Registered Participants are expected to comply with all applicable criminal laws.

29.8.2 This obligation is violated by any Registered Participant who has been convicted of or has entered a plea of guilty or no contest to a criminal charge or involving sexual misconduct, child abuse, or conduct that is a violation of a law specifically designed to protect minors, and, depending on the nature of the crime, may be violated by any Registered Participant who has been convicted of or has entered a plea of guilty or no contest to any criminal charge involving conduct other than that specifically described above.

## 29.9 SEXUAL MISCONDUCT

29.9.1 Members and Registered Participants must protect the integrity of the sport and the interests of the athletes they serve by avoiding sexual relationships with athletes except where the capacity and quality of the athlete's consent to enter that relationship is beyond question.

29.9.2 In addition to being an indictable offence under the Criminal Code of Canada, it is inconsistent with this obligation for any member to:

- a. Solicit or engage in sexual relations with any minor;
- b. Engage in any behavior that utilizes the influence of a Registered Participant's position as coach, judge, or administrator to encourage sexual relations with an athlete;
- c. Engage in sexual relations with a person under the age of 18 years when in a position of trust or authority towards this young person.

29.9.3 It is also inconsistent with the obligation for any Registered Participant to engage in sexual harassment by making unwelcome advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature.

## 29.10 PROFESSIONAL AND ATHLETIC DEVELOPMENT

29.10.1 Registered Participants should strive to increase their level of proficiency and skill.

29.10.2 To fulfill this obligation, professional members should:



- a. Participate in continuing education programs like the coaching certification programs made available by GCG;
- b. Remain current on safety, health and training developments relevant to the sport and seek advice and counsel of colleagues and experts whenever such consultation is in the best interests of the Registered Participant.

## **29.11 CONFLICT OF INTEREST**

29.11.1 Members and Registered Participants are responsible for avoiding both actual and perceived conflicts of interest in the conduct of business on behalf of the organization.

29.11.2 It is inconsistent with this obligation for any member to:

- a. Use, or be perceived as using, GCG properties, services, opportunities, authority, or influence to gain private benefit;
- b. Incur expenses in furtherance of GCG business, which are unreasonable, unnecessary, or unsubstantiated;
- c. Participate in the deliberation or decision making process about any issue for which the member has a direct financial interest or opportunity for personal benefit or gain.

## **29.12 ENFORCEMENT OF CODE**

29.12.1 Compliance with this Code depends primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peers, and, when necessary, upon enforcement through disciplinary action.

29.12.2 Any individual who believes that a Registered Participant has failed to meet his or her obligations under this Code is, under all but the most obvious circumstances, encouraged to first address that concern directly to that Registered Participant.

29.12.3 If that action does not result in a satisfactory resolution, the individual may file a signed, written complaint stating specifically, the nature of the alleged misconduct with the Program Director, other appropriate staff members of GCG as per respective program procedures or policies, and failing satisfactory resolution, with the President/CEO. In the event the President/CEO becomes involved and after additional discussions with the Complainant and Registered Participant who is subject of the complaint, the President/CEO may:

- a. Determine that the complaint does not merit further action;
- b. Counsel the Registered Participant who is the subject of the complaint and record both the complaint and the nature of the counseling in the Registered Participant's permanent record;
- c. Refer the complaint, as appropriate, to the provincial or regional chairs/committees or affiliated organization;

- d. Process the complaint under the Registered Participant misconduct procedures of GCG as set out in this Policy and Procedures Manual.

### **29.13 ACKNOWLEDGEMENT**

29.13.1 GCG wishes to acknowledge that the GCG Code of Ethics & Conduct is adapted from the USA Gymnastics Membership Section Two Code of Ethics approved by the USA Gymnastics Board of

## **SECTION 30 – INTERNATIONAL JUDGING**

Removed Dec. 10, 2017

## **SECTION 31 - ATHLETE ELIGIBILITY, RIGHTS & RESPONSIBILITIES**

### **31.1 ELIGIBILITY**

- 31.1.1 All athletes competing in GCG approved events must be a Registered Participant in good standing with their Provincial/Territorial Federation/Association or be foreign athletes invited by GCG.
- 31.1.2 All athletes competing in GCG approved events must be eligible according to the FIG rules of eligibility found at: FIG Technical Regulations.
- 31.1.3 Athletes shall secure a passport and a FIG License when required prior to participating in any gymnastic event outside of Canada.
- 31.1.4 All National Team athletes must sign an Athletes Agreement prior to representing Canada or receiving financial assistance from GCG. This agreement will itemize specific rights and responsibilities of GCG and the athlete.
- 31.1.5 All athletes shall, as a condition of being a Registered Participant, abide by all GCG policies with specific emphasis on policies in respect to anti-doping and testing.

### **31.2 RIGHTS AND RESPONSIBILITIES**

- 31.2.1 National Team Uniform  
National Team athletes must wear National Team uniforms and other clothing where provided for all International competitions to which they are selected. All commercial advertising rights on these uniforms and clothing are the property of GCG.
- 31.2.2 Sponsorship & Advertising
  - a. National Team athletes may only engage in endorsements, sponsorships activities, commercial contracts and advertising, if written contracts or agreements are in place. GCG must be a signatory to such agreements along with the athlete (or parental guardian) and the sponsoring corporation or group. GCG may offer advice to the athlete concerning the terms of the agreement. GCG is not responsible for non-performance by the athlete to the other party of the agreement;

- b. Where a Member wishes to use a standard contract previously approved by GCG, copies of the completed agreements must be forwarded to the GCG office, but advance approval of the individual contracts is not required;
- c. Where GCG acts as an agent and secures a marketing opportunity for the athlete, GCG may retain an amount to recover the direct expenses relating to the marketing opportunity received towards the athlete with their approval;
- d. Any sponsorship arrangement proposed by a National Team athlete or an athlete's agent must be approved by GCG in writing. Such approval will not be unreasonably withheld. Grounds for refusal to approve a sponsorship are:
  - i. A significant conflict with GCG sponsorship arrangements;
  - ii. Obligations placed on the athlete that would interfere with training and competition requirements;
  - iii. A sponsorship that would place the image of the athlete, GCG, or gymnastics in a detrimental position.

**31.2.3 Prize Money**

As per FIG Regulations, all athletes are eligible to win prize money at GCG / FIG approved competitions (note – there is restriction within the NCAA Rules).

**31.2.4 Performance/Appearance Fees**

National team athletes may accept appearance/performance fees, provided GCG has given written approval in advance. (note – there is restriction within the NCAA Rules).

**31.2.5 Grants, Bursaries and Awards**

Grants, bursaries and awards from GCG, Provincial Federations, sponsors, family members or governments, may be accepted directly by the athlete (note – there is restriction within the NCAA Rules).

**31.2.6 Selection for Competitions**

- a. GCG undertakes to conduct selection of athletes to all competitions and programs in a manner that is in conformity with the generally accepted principles of natural justice and procedural fairness;
- b. GCG undertakes to provide a hearing and appeal procedure that is in conformity with the generally accepted principles of natural justice and due process with respect to any dispute the athlete may have with GCG, to publish the details of the procedure in a prominent manner, and to provide details of the procedure to any person requesting this information by, or on behalf of, the athlete.

## SECTION 32 - CONFLICT OF INTEREST

### 32.1 BACKGROUND

- 32.1.1 The ability of the Officers, Directors and Staff of GCG (“Person in Authority”) to make deliberate, thoughtful and disinterested decisions can be affected profoundly by other interests both personal and professional. GCG is entitled to a Person in Authority’s best judgment, which should not be clouded by the fact that a Person in Authority has a personal agenda that conflicts with the best interests of GCG.
- 32.1.2 It is imperative for a Person in Authority to remember that GCG depends on the trust of the Members and Registered Participants, donors, volunteers, and other supporters. Even the appearance or suggestion of conflict can damage GCG’s reputation and ability to carry out its mission. The appearance of reality is critical, and a perceived conflict of interest of a Person in Authority could have devastating consequences for GCG, even if the questionable transaction fails to meet the relatively narrow legal definition of conflict of interest. In terms of the public perception of GCG, it is important that not only are conflict of interest situations identified and managed, but that they are seen to be handled in a manner which is fair, consistent, above-board and transparent.
- 32.1.3 This conflict of interest policy does not prohibit conflicting interests, but provides a formal process to manage conflicting interests successfully. The policy has two basic purposes: First, it allows approval of contracts or transactions by disinterested decision makers who have knowledge of the circumstances of a transaction, so that decisions are both informed and disinterested. Second, the policy ensures that a contract or other transaction between GCG and a Person in Authority who revealed his or her interest, and which was voted for by a quorum of disinterested directors, cannot be challenged if it is fair to GCG.

### 32.2 POSITION STATEMENT

- 32.2.1 No Person in Authority of GCG shall have any position with, or a substantial interest in, any other business enterprise operated for a profit, the existence of which would conflict or might reasonably be supposed to conflict with the proper performance of his/her GCG duties or responsibilities, or which might tend to affect his / her independence of judgment with respect to transactions between GCG and such other business enterprise, without full and complete disclosure thereof to the Board of Directors.
- 32.2.2 Each Person in Authority has a duty to place the interest of GCG foremost in any dealings with GCG, and has a continuing responsibility to comply with the requirements of this policy.
- 32.2.3 The conduct of personal business between any Person in Authority and GCG is prohibited, except when approved pursuant to the policy set out below.
- 32.2.4 Persons in Authority may not obtain for themselves, their relatives, or their friends a material interest of any kind from their association with GCG, except when approved pursuant to the policy set out below.

32.2.5 If a Person in Authority has an interest in a proposed transaction with GCG in the form of a significant personal financial interest in the transaction or in any organization involved in the transaction, or holds a position as a Person in Authority in any such organization, he/she must make full, timely disclosure of such interest before any discussion or negotiation of such transaction.

### **32.3 DEFINITION OF CONFLICT OF INTEREST**

32.3.1 Throughout this policy, conflict of interest broadly refers to any situation in which a Person in Authority of GCG may be influenced in any decision of GCG by personal, financial, or a business interest in a transaction, or in any organization involved in the transaction, or holds a position as a Person in Authority in any such organization; or

32.3.2 A member of the immediate family of the Person in Authority has an interest in the proposed transaction in the form of a significant personal financial or business interest in a decision of GCG or in any organization involved in the transaction, or holds a position as a Person In Authority in any such organization (immediate family is considered to include a spouse, child, brother or sister, or any family member financially dependent on the Person in Authority);

32.3.3 In any other circumstance where a neutral Third Party would reasonably believe that a real or perceived conflict of interest may be present.

### **32.4 PROCESS OF DEALING WITH A CONFLICT SITUATION**

32.4.1 It is the responsibility of a Person in Authority to declare circumstances where a conflict exists. Furthermore, any Person in Authority may also identify situations where he/she believes that another Person in Authority has a conflict.

32.4.2 All conflict of interest situations involving a transaction with a financial value or benefit in excess of \$1,000 must be approved by the Board of Directors. Conflict situations involving transactions below this dollar threshold must be approved by two disinterested GCG Directors, provided that such transactions do not represent a series of transactions (in such cases the series of transactions must be approved by the Board of Directors).

32.4.3 In considering conflict situations, the Board of Directors must consider the following guiding principles:

- a. The process for selecting the other party to the transaction and whether appropriate tendering has been undertaken to identify appropriate parties and to validate the value of the transaction;
- b. The business needs of GCG for entering into the transaction and whether such needs are best satisfied by the party that has caused the conflict situation to arise; and,
- c. Notwithstanding the above principles, whether entering into the transaction with the party could be perceived by a Third Party who would reasonably believe that the transaction represented an unacceptable conflict and where such perception could damage the reputation of GCG.

- 32.4.4 When the Board of Directors is discussing a transaction involving a conflict of interest:
- a. The conflicted Person in Authority shall not participate in such discussions as an advocate on his/her own behalf, either formally at the Board of Directors meeting or informally through private contact, communication, and discussion, unless such participation is approved by a unanimous vote of the Directors;
  - b. Except where the participation of a conflicted Person in Authority in the discussion of the matter has been approved as set out in 34.4.4 a. above, the Person in Authority should not be present at that portion of a meeting when matters in which he/she has an interest are considered;
  - c. The conflicted Person in Authority shall not participate in the vote on the matter;
  - d. In order for the transaction to be approved, there must be a vote of two-thirds (2/3) of the disinterested directors present at the meeting. In order for such a vote to be held, there must be a minimum of three disinterested directors present at the meeting.
  - e. All discussions related to conflict of interest situations will be clearly documented in minutes of the Board of Directors meeting.

## 32.5 GIFTS

- 32.5.1 From time to time, a Person in Authority may be the recipient of gifts during the course of conducting activities on behalf of GCG. The following policy applies with respect to gifts:
- a. Any official gift accepted by an individual Person in Authority acting as a representative of GCG is a possession of GCG;
  - b. Any gift received as personal recognition for an individual Person in Authority can be received for the personal benefit of such Person in Authority providing the Person in Authority must declare any gifts with a value greater than \$100 to GCG Board of Directors.
- 32.5.2 A Person in Authority must decline to accept any gift, or series of gifts, where the receipt of such gift or gifts could be perceived in a manner that would damage the reputation of GCG. In particular, no gift can be accepted in circumstances where the party providing the gift is, or could be perceived to be, attempting to influence a decision or vote of GCG in matters concerning GCG or any other body in which GCG has a voting interest.

## 32.6 DISCLOSURE

- 32.6.1 Persons in Authority (Directors) must submit annual declarations using the prescribed form dealing with conflict of interest and, if not previously disclosed, will make disclosure of particular transactions before any relevant Board or Committee action.  
Conflict of Interest Form – Appendix 13.
- 32.6.2 These reports will be reviewed annually by the Board of Directors.

## **32.7 IMPLICATION OF BREACH OF CONFLICT OF INTEREST POLICY**

- 32.7.1 If it is determined that a Person in Authority has violated the GCG Conflict of Interest Policy, the circumstances of such violation will be reviewed by disinterested directors. If decided upon unanimously by the disinterested directors, the Person in Authority who has violated the policy will be asked to resign.
- 32.7.2 The Board of Directors will take whatever steps it feels are appropriate under this policy to deal with any situation that cannot be properly resolved through the process described in the preceding paragraph.

## **SECTION 33 - ADVERTISING AND SPONSORSHIP**

- 33.1 Any form of advertising which violates good manners, ethical and moral principles of our society is prohibited.
- 33.2 All tobacco advertising and sponsorship is prohibited in accordance with Sport Canada policy.
- 33.3 The advertising of products of champagne, wines, beer and “light drinks” with an alcohol content of under 20% is permitted but must comply with Provincial and Federal laws.
- 33.4 The placement of the advertising in the Competition and Training venues may not impair the overall harmonious impression, the aesthetic perception, nor the overall competition atmosphere. The advertising may not be in a form that is perceived by the spectators and media as being disturbing, detrimental or appears too massive. The advertising must always fit the character of the sporting event in a decent form.
- 33.5 The advertising may not in any way be detrimental to the safety of the athletes, delegation members, officials nor spectators.
- 33.6 Any advertising of alcohol at GCG events must be provided in advance to the President/CEO, for the approval of any sponsorship. The GCG name and logo will be limited in use as much as practically possible in these events.
- 33.7 GCG permits the support of Corporations providing alcohol in VIP rooms or banquets.
- 35.8 The President/CEO is the definitive authority for approving the advertising at GCG events.
- 33.9 Any National sponsorships originating from a Province/Territory, excluding GCG event sponsorships, will enable them to receive from GCG a fee of 20% of the monies accruing to GCG each year for the duration of the contract.

## **33.10 ADVERTISING ON CLOTHING ATTIRE AND EQUIPMENT**

Given our responsibility to support our National and Provincial Sponsors, and given our responsibility to adhere to FIG, National and Provincial regulations, a level of sanction has been prepared concerning sponsor identification on clothing apparel and equipment. All competitive clubs and coaches are requested to be aware of, and to follow this guideline.

**LEVEL OF SANCTION**

ITEMS	FIG EVENTS & NATIONAL TEAM INTERNATIONAL COMPETITIONS	GCG EVENTS	SIZE & LOCATION
Competition & training clothing attire	Only National Sponsors	National & Provincial Sponsors with GCG Agreement	As per FIG rules for advertising
Competition equipment	Only National Sponsors	National and Provincial Sponsors with GCG Agreement	As per FIG rules for advertising

*Note: No sponsor recognition at multi-sport games (Olympic, Commonwealth games etc.)*

**SECTION 34 - ANTI-DOPING**

This policy applies to all Members and Registered Participants of GCG.

**34.1 BACKGROUND**

GCG has adopted the Canadian Anti-Doping Program which is in compliance with the World Anti-Doping Code. The CADP is administered by the Canadian Centre for Ethics in Sport (CCES) and much of the current GCG Policy comes directly from CADP and the World Anti-Doping Code.

**34.2 ANTI-DOPING AND THE CANADIAN CENTRE FOR ETHICS IN SPORT**

- 34.2.1 Sport is about competing and performing to the best of your ability - the pursuit of human and sporting excellence. Taking prohibited substances or using prohibited methods is cheating, and can be very damaging to an athlete’s health. Doping undermines the fundamental spirit of sport and severely damages the integrity, image, and value of sport.
- 34.2.2 Athletes are influential role models for young people. The behaviour of elite athletes can have significant impact on young people as they admire and aspire to emulate their sporting heroes, especially their actions and attitudes.
- 34.2.3 CCES, in collaboration with sport organizations, athletes, coaches, and medical support personnel, works on behalf of all Canadians to achieve doping-free sport and to protect the right of athletes to compete in a fair and ethical sport environment.
- 34.2.4 As the body responsible for administering Canada's Anti-Doping Program (CADP), CCES devotes a significant portion of its resources to promoting doping-free sport. The CADP protects athletes' right to fair and ethical competition, and helps ensure the integrity of amateur sport.
- 34.2.5 CCES’s mandate is fulfilled through a comprehensive approach involving education, prevention, detection, deterrence, investigations, and support of related research. Testing programs and investigations are a necessary part of this approach: deterring and detecting the use of banned substances and methods.



34.2.6 The CADP is a rigorous program that ensures the accountability and transparency of all aspects of anti-doping including therapeutic exemption (TUES), testing, results and appeals. It complies with the mandatory elements of the World Anti-Doping Program, and meets the stringent requirements specified in the ISO 9001:2000 quality management standard

### **34.3 POSITION STATEMENT**

GCG believes that the most effective way to prevent doping in sport is through a long-term commitment to the core positive values of sport. This belief recognizes the negative impact and tremendous pressures on athletes to "win at all costs". Accordingly, GCG attempts to strike a better balance within its sport by encouraging its coaches, officials, parents and others to place more value and importance on the internal rewards associated within gymnastics. GCG believes that the athletes' involvement in gymnastics should be about the pursuit of sporting and human excellence. Therefore, any pursuit of sporting excellence that undermines the pursuit of human excellence, such as the use of performance enhancing drugs or methods, is totally unacceptable.

### **34.4 ANTI-DOPING EDUCATION PROGRAM**

- 34.4.1 GCG will provide, on a regular basis, drug-free sport information both domestically and internationally. GCG will also ensure that athletes and coaches receive educational seminars from the Canadian Centre for Ethics in Sport (CCES) at designated competitions and training camps.
- 34.4.2 GCG will provide current, drug-free sport information provided by the CCES to all national team athletes and coaches.
- 34.4.3 GCG will explore ways in which to incorporate into its sport development programming, from the grass roots entry level athlete to the national team high performance athlete, activities, messages and a general orientation to sport that is consistent with the Canadian Anti-Doping Program.
- 34.4.4 GCG is committed to helping athletes who have tested positive for a banned substance.
- 34.4.5 GCG will work with the International Gymnastics Federation (FIG) and the International Olympic Committee (IOC) to lobby for international harmonization of education and doping control approaches to the problem of doping in sport.

## **SECTION 35 - ALCOHOL**

### **35.1 GENERAL**

- 35.1.1 The consumption of alcohol to the extent that it impairs the individual's ability to perform their assigned role will not be tolerated. In addition, as ambassadors of our sport, it is expected that all Registered Participants will behave at all times with dignity and not consume alcohol to the extent that they become abusive or incapacitated in any way.

## **35.2 GCG EVENTS**

35.2.1 The consumption of alcohol at GCG events (eg. Canadian Championships, Elite Canada, Canada Cup, Trials) shall be in accordance with the Liquor Laws applicable to the Province/Territory in which the event is held. Registered Participants attending international events on behalf of GCG shall adhere to the laws of the country in which the event is held. In any event, it is the responsibility of the individual in charge of the team/athlete(s) to ensure that alcohol is not consumed by minors.

## **35.3 DISCIPLINE**

35.3.1 Any coach, official, or other person in charge of athletes at provincial, national or international events, who provide alcohol to any athlete who is under the legal drinking age in accordance with the laws of the province or country where a competition or training session is held, shall be subject to prosecution under the applicable laws of the province or country and may be disciplined by GCG. Such discipline may be by way of reprimand, forfeiture of privileges, suspension and, subject to Policies and Procedures of GCG under Section 37.

## **SECTION 36 – HARASSMENT**

### **36.1 POLICY**

36.1.1 GCG is committed to providing a sport and work environment in which all individuals are treated with respect and dignity. The commitment of GCG to a respectful work and sport environment is in the context of acknowledging the recreational and competitive nature of gymnastics. For example, selection of teams and rankings must be fair and just. An individual participating in a GCG program recognizes that by agreeing to participate in a program, the individual is also agreeing to be governed by the processes that are vital to the merit-based requirements of the sport. Each individual has the right to participate and work in an environment which promotes equal opportunities and prohibits discriminatory practices. This environment should be free of harassment on the basis of race, national or ethnic origin, colour, religion, sex, sexual orientation, marital status, family status or disability.

36.1.2 Affected Person: This policy applies to all persons, participating in GCG activities including Officers, Directors, Employees and Agents acting on behalf of GCG, Members, Honorary and Life Members, Athletes, Coaches, Judges, Officials, Registered Participants and Volunteers (herein referred to as an "Affected Person").

36.1.3 Notwithstanding this policy, an Affected Person who experiences harassment continues to have the right to seek assistance from their provincial or territorial human rights commission, even when steps are being taken under this policy.

## 36.2 DEFINITIONS

- 36.2.1 Harassment: Such behaviour may be verbal, physical, deliberate, unsolicited or unwelcome. It may be one incident or a series of incidents. It may include:
- a. Behaviour which is intimidating, bullying, hostile, abusive and/or an abuse of power and authority;
  - b. Verbal abuse or threats;
  - c. Unwelcome remarks, jokes, innuendoes or taunting about an Affected Person's body, attire, age, marital status, ethnic or national origin, religion etc;
  - d. The display of pornographic, racist or other offensive or derogatory pictures;
  - e. Practical jokes which cause awkwardness or embarrassment;
  - f. Unwelcome invitations or requests, whether indirect or explicit or intimidating;
  - g. Leering or other gestures;
  - h. Condescension or patronization which undermines self-respect;
  - i. Unnecessary physical contact such as touching, patting, pinching or punching;
  - j. Physical assault.
- 36.2.2 Sexual Harassment: The definition includes:
- a. Unwanted sexual attention of a persistent or abrasive nature made by an individual who knows, or ought to reasonably know, that such attention is unwanted and/or inappropriate;
  - b. A sexual solicitation or advance made by an individual who is in a position to confer any benefit on, or deny any benefit to, the recipient of the sexual advance;
  - c. A reprisal, or a threat or implied threat of reprisal, for rejecting a sexual solicitation or advance;
  - d. A course of abusive and unwelcome conduct or comment made on the basis of sex, sexual orientation when it has the purpose or effect of creating an intimidating, hostile or offensive environment in which the Affected Person works.
- 36.2.3 Child Abuse: It includes:
- a. Physical abuse which causes any intentional non-accidental injury of a child;
  - b. Emotional abuse which is the damaging by whatever means of a child's self-image by an individual responsible for the child's nurturing or learning;

- c. Sexual abuse, which includes any manual, oral or genital sexual contact or the use of an object for sexual touching or penetration or any other explicitly sexual behaviour that an individual imposes on a child by exploiting the child's vulnerability and powerlessness.

NOTE: Any allegation or suspicion of sexual abuse must be reported to the appropriate Child and Family Services and/or agencies and the police.

### **36.3 RESPONSIBILITY**

36.3.1 The Vice-Chair of the Board and the President/CEO are responsible for ensuring the implementation of this policy. This policy of the GCG includes:

- a. Discouraging and preventing harassment within the GCG;
- b. Ensuring formal complaints of harassment are investigated in a sensitive, responsible, and timely manner;
- c. Imposing appropriate disciplinary or corrective measures when a complaint of harassment has been substantiated, regardless of the position or authority of the offender;
- d. Providing advice to an Affected Person who experiences harassment;
- e. Doing all in GCG's power to support and assist any Affected Person who experiences harassment by another individual not associated with GCG;
- f. Informing both complainants and respondents of the procedures contained in this policy and their rights under the law;
- g. Regularly reviewing the terms of this policy to ensure that they adequately meet the Federation's legal obligations and public policy objectives.

36.3.2 All Affected Persons have a responsibility to play a part in ensuring that the gymnastic sport environment is free from harassment. This means not engaging in, allowing, condoning, or ignoring behavior contrary to this policy. In addition any Affected Person who believes that another Affected Person has experienced or is experiencing harassment is encouraged to notify a harassment officer appointed under this policy.

36.3.3 In the event that either the Vice-Chair of the Board or the President are involved in a complaint which is made under this policy, the Chair of the Board shall appoint a suitable alternate for the purposes of dealing with the complaint.

### **36.4 COACH / ATHLETE SEXUAL RELATIONS**

GCG takes the view that intimate sexual relationships between coaches and adult athletes, while not against the law, can have harmful effects on the individual athlete involved, on other athletes and coaches, and on GCG's public image. GCG takes the position that such relationships are unacceptable for coaches coaching at the National level. Should a sexual relationship develop between an athlete and a coach, GCG will investigate and, if harmful effects are determined, may take action which could include reassignment, dismissal from employment, and suspension of privileges and/or reprimand.

### **36.5 DISCIPLINARY ACTION**

An Affected Person against whom a complaint of harassment is substantiated may be severely disciplined, up to and including employment dismissal or termination of membership.

### **36.6 CONFIDENTIALITY**

36.6.1 GCG understands that it can be extremely difficult to come forward with a complaint of harassment and that it can be devastating to be wrongly accused of harassment. GCG recognizes the interests of both the complainant and the respondent in deeming the matter confidential.

36.6.1 GCG shall not disclose to outside parties the name of the complainant, the circumstances giving rise to a complaint or the name of the respondent unless such disclosure is required by a disciplinary or other remedial process.

### **36.7 HARASSMENT OFFICERS**

36.7.1 The President/CEO shall appoint at least four persons, two male and two female, to serve as Officers under this policy. In the event that the appointed Harassment Officers do not fulfill the role as described herein, the President/CEO and Vice-Chair may appoint Harassment Officers, which appointment shall be approved by the Board.

36.7.2 The role of a Harassment Officer is to serve in a neutral, unbiased capacity and to receive complaints, assist in informal resolution of complaints and investigate formal written complaints. In carrying out their duties under this policy, officers shall report directly to the President and Vice-Chair of the Board.

36.7.3 GCG shall ensure that officers receive appropriate training and support for carrying out their responsibilities under this policy.

### **36.8 COMPLAINT PROCEDURE**

36.8.1 A person who experiences harassment is encouraged to make it known to the harasser that the behaviour is unwelcome, offensive, and contrary to this policy.

36.8.2 If confronting the harasser is not possible, or if after confronting the harasser the harassment continues, the complainant should seek the advice of a Harassment Officer.

36.8.3 A person other than the complainant who believes that an Affected Person has experienced or is experiencing harassment may report this belief to a Harassment Officer. The Harassment Officer shall inform the complainant of:

- a. The options for pursuing an informal resolution of his or her complaint, including voluntary mediation;
- b. The right to lay a written formal complaint under this policy when an informal resolution is inappropriate or not feasible;
- c. The confidentiality provisions of this policy;

- d. The right to be represented by a person of choice (including legal counsel) at any stage in the complaint process;
- e. The right to withdraw from any further action in connection with the complaint at any stage (even though GCG might continue to investigate the complaint); and,
- f. Other avenues of recourse, including the right to file a complaint with a human rights commission or, where appropriate, to contact the police to have them lay a formal charge under the Criminal Code.

There are four possible outcomes to this initial meeting of complainant and officer:

- i. The complainant and officer agree that the conduct does not constitute harassment;
- ii. The complainant brings evidence of harassment and chooses to pursue an informal resolution of the complaint;
- iii. The complainant brings evidence of harassment and decides to lay a formal written complaint;
- iv. The complainant brings evidence of harassment but does not wish to lay a formal complaint.

36.8.4 If the Harassment Officer cannot resolve the complaint or decides that a formal complaint should be registered, the matter shall be referred to the Vice-Chair and the President/CEO who shall establish a Discipline Committee (See Section 38).

## **36.9 CONSIDERATIONS FOR DISCIPLINE COMMITTEE**

36.9.1 When determining appropriate disciplinary action and corrective measures, the Discipline Committee shall consider such factors as:

- a. The nature of the harassment;
- b. Whether the harassment involved any physical contact;
- c. Whether the harassment was an isolated incident or part of an ongoing pattern;
- d. The nature of the relationship between the complainant and the harasser;
- e. The age of the complainant;
- f. Whether the harasser had been involved in previous harassment incidents;
- g. Whether the harasser admitted responsibility and expressed a willingness to change; and,
- h. Whether the harasser retaliated against the complainant;
- i. Whether the complaint was frivolous or vexatious.

## 36.10 COSTS

36.10.1 The Discipline Committee or a panel hearing an Appeal from a Disciplinary Committee may, where it feels that the complaint was frivolous or vexatious, award such costs as it determines appropriate against the complainant.

## SECTION 37 – DISCIPLINE AND SANCTION GUIDELINES

### 37.1 AUTHORITY TO IMPOSE SANCTIONS

37.1.1 The Board may impose sanctions upon any Member or Registered Participant who fails to comply with the By-Laws or the Operational Policies and Procedures of GCG.

37.1.2 A Program Director may impose the sanctions of a warning, reprimand, suspension of benefits or privileges and recommend to the President/CEO a fine or expulsion.

37.1.3 A Head of Delegation/Team Manager or the highest appointed authority may impose the sanctions of a warning, reprimand, suspension of benefits or privileges and recommend to the President/CEO a fine or expulsion.

37.1.4 A Discipline Committee established under Section 38.1 may impose sanctions.

37.1.5 In the Event a Registered Participant is charged with or convicted of, a criminal offence, or displays conduct which would bring disrepute upon GCG, the President/CEO may suspend the Registered Participant, pending the resolution of the criminal charges and a subsequent investigation by Gymnastics Canada. The President/CEO shall advise the Board of this action at the next meeting of the Board.

37.1.6 In the event that a Registered Participant is charged with, or convicted of, a criminal offence, or displays conduct which would bring disrepute upon GCG, the President/CEO may establish a Discipline Committee under Section 38. The President/CEO shall advise the Board of this action at the next meeting of the Board.

37.1.7 It is the responsibility of the Members of GCG, to advise GCG when they have imposed a sanction on one of their Members with their recommendation of what action, if any, the Member considers appropriate for GCG to take.

37.1.8 – In the event a Member suspends, or expels a Registered Participant or cancels the registration of a Registered Participant with a Member, for the breach of the Member's Code of Ethics, Rules, Policies, or Regulations, GCG shall cancel the registration of the Registered Participant with GCG.

37.1.9 – Before acting on the notification received from the Member of such a breach, the President /CEO shall be satisfied that:

- a. A fair hearing was held by the Member concerning the alleged breach by the person;
- b. The person was duly notified of the hearing;

- c. For the hearing, the person was notified by the Member that if found guilty of a breach of the Member's Code of Ethics, Rules, Policies, or Regulations, the person would be either suspended, expelled, or registration with the Member would be cancelled and that the person will also have its registration as a Registered Participant with GCG suspended or cancelled based on the sanction issued by the Member;
- d. After the hearing, the person was found guilty of a breach of the Code of Ethics, Rules, Policies, or Regulations of the Member.

## **37.2 SANCTIONS**

37.2.1 A sanction may include a warning, reprimand, suspension of registration benefits or privileges, a fine or withdrawal of registration.



## SECTION 38 – DISCIPLINE COMMITTEE

### 38.1 ESTABLISHMENT OF A DISCIPLINE COMMITTEE

- 38.1.1 The President/CEO shall establish a Discipline Committee to determine:
- a. The validity of any complaint under Section 36.9; or,
  - b. The validity of any complaint brought against a Member or Registered Participant for failure to follow the Operational Policies and Procedures of GCG;
  - c. Whether further sanction should be imposed by GCG when a Registered Participant is charged with, convicted of, a criminal offence, or displays conduct which would bring disrepute upon GCG;
  - d. In the event the President/CEO is directly involved as a participant in a situation, the Chair of the Board shall establish a Discipline Committee.

### 38.2 COMPOSITION OF THE DISCIPLINE COMMITTEE

- 38.2.1 The composition of the Discipline Committee shall be as follows:
- a. Three persons will be appointed, one to serve as Chair, and one as secretary;
  - b. Persons may be Registered Participants of GCG;
  - c. No Board member may serve on this Committee.
- 38.2.2 In making the appointments, an attempt will be made to ensure the following:
- a. That no association exists between the party and a Committee member, either actual or apparent;
  - b. That no Committee member has been involved in any preliminary stage of the decision or matter;
  - c. That no Committee member has a pre-set attitude or apparent interest in the result. Definition: “apparent” is defined to mean “in appearance” or “reasonable likelihood”

### 38.3 PROCEDURE OF HEARINGS OF THE DISCIPLINE COMMITTEE

- 38.3.1 A date shall be set for a hearing, which date should be within fifteen (15) days of the appointment of the Committee; and notice to all parties of such date, time and place shall be telephoned, faxed, or emailed and confirmed by registered mail.
- 38.3.2 The Committee hearing shall proceed as scheduled unless both parties consent to an extension of time, which extension may not be for more than fifteen (15) days past the original date set for the hearing. If circumstances of the issue are such that the hearing cannot be concluded

within the timelines of the policy, the Chair of the Committee may seek agreement from the parties to extend the timelines.

- 38.3.3 The grounds and/or reasons for the sanction shall be of sufficient particularity that the opposite party may respond in writing.
- 38.3.4 The Chair of the Committee shall be solely responsible for setting the agenda, itemizing the facts to be reviewed, the order of presentation, timing of cross-examination, duration of hearing etc. The Chair is also responsible to advise the parties that each may be represented by counsel who may attend the hearing.
- 38.3.5 At the Committee hearing either party may present information, witnesses, documents and/or personal statements and either party may cross-examine the other, or the witnesses. The Committee Members may cross-examine or request any information of either party or any member of GCG.
- 38.3.6 The Committee shall make its decision on the basis of the evidence presented during the hearing.
- 38.3.7 The Committee shall give written reasons for its decision, which reasons shall be delivered within fifteen (15) days to each party and the President/CEO.
- 38.3.8 Notwithstanding item 7, the Committee may render a verbal decision forthwith at the hearing provided item 7 is properly completed thereafter.
- 38.3.9 The date on which the Committee shall be deemed to have rendered its decision shall be the date on which such decision is posted by registered mail to the parties.
- 38.3.10 The Committee, as a matter of discretion, may grant relief in the form of expenses (limited to documented travel costs).
- 38.3.11 Any Member or Registered Participant shall be entitled to obtain a copy of the decision of the Committee, unless the Committee considers the matter to be a sensitive or confidential nature.

#### **38.4 PRINCIPLES FOR THE HEARING OF THE DISCIPLINE COMMITTEE**

- 38.4.1 The Committee shall be empowered to conduct the Discipline Hearing in accordance with this policy.
- 38.4.2 In absence of agreement between the parties, and taking into account all pertinent circumstances, at the start of the proceedings the Chair shall select either French or English as the language of the hearing.
- 38.4.3 The principles of natural justice will be applied:
  - a. Everyone has the right to a fair hearing in the course of determining whether an infraction has been committed;

- b. The issue should be clearly and concisely stated so that the both parties are aware of the essentials of the complaint;
- c. Both the parties have the right to have a representative present his/her case;
- d. Relevant information must be available to all parties;
- e. Both parties have the right to call and cross-examine witnesses;
- f. Both parties have the right to a written decision following the hearing.

### **38.5 POWERS OF THE DISCIPLINE COMMITTEE**

38.5.1 The Discipline Committee shall be empowered to impose sanctions which may include a warning, withdrawal of registration of a Registered Participant, reprimand, suspension of benefits or privileges, a fine or recommend to the President/CEO the expulsion of a Member of GCG.

## **SECTION 39 – APPEALS**

### **39.1 GENERAL PROVISIONS**

#### **39.1.1 Preamble**

GCG recognizes the right of any Member or Registered Participant to appeal the decisions of GCG and hereby provides for an appropriate process for resolving disputes that could arise from time to time from such decisions of GCG.

The purpose of this appeal policy is to enable disputes with Members or Registered Participants to be dealt with fairly, expeditiously and affordably within GCG, without having to have recourse to formal legal and court-like procedures.

#### **39.1.2 Definitions**

- a. Appeal Form: Refers to an Appeal submitted by the Appellant(s) attached as Appendix 14;
- b. Appellant: Refers to a Member or Registered Participant appealing a decision of GCG;
- c. Affected Party: Means any Member or Registered Participant who could be potentially affected by the decision of the Appeal Panel and that has been added to the Appeal as a Party;
- d. Arbitration: Refers to the arbitration process as established by the SDRCC Code, as amended from time to time;
- e. Board of Directors: Means the Board of Directors or one of its Committee of GCG;

- f. Case Manager: Refers to a neutral organization or individual responsible for managing the Appeal on behalf of GCG as appointed by the Board;
- g. Days: Means total days, irrespective of weekends or holidays;
- h. Mediation: Refers to the mediation process as established by the SDRCC Code, as amended from time to time;
- i. Member: Refers to a Member as defined in GCG By Laws as amended from time to time;
- j. Appeal Panel: Refers to the Appeal panel established as provided by Section 39.6;
- k. Party or Parties: Means the Appellant, the Respondent and the Affected Party;
- l. Respondent: Refers to the body, committee, person or persons whose decision is being appealed;
- m. Registered Participant: Refers to a Registered Participant as defined in GCG By Laws as amended from time to time.
- n. SDRCC: Means the Sport Dispute Resolution Centre of Canada or its successor;
- o. Working Days: Means total days, excluding weekends and holidays;
- p. Written Response: Refers to response submitted by the Respondent(s) attached as – Appendix 15.

## **39.2 SCOPE OF APPEAL**

- 39.2.1 Any Member or Registered Participant who is affected by a sanction of the Disciplinary Committee, Board of Directors, or a sanction/decision of any Committee of the Board of Directors, or of any body or individual who has been delegated authority to make decisions on behalf of GCG or its Board of Directors, will have the right to appeal that sanction or decision, provided there are sufficient grounds to the appeal, as set out in Section 39.7;
- 39.2.2 Request for Reconsideration
  - a. A Member or Registered Participant who is not satisfied with a decision rendered by a GCG Program Director / High Performance Director / National Coach may file a request for reconsideration of such decision directly with the Program Director within two (2) days of receiving notice of the decision;
  - b. Before determining the request for reconsideration the Program Director shall inform any Registered Participant who could be potentially affected by the decision and invite such Registered Participant to make written submissions;
  - c. The Program Director shall render its decision within three (3) working days.

39.2.3 A Member or Registered Participant may have a decision reviewed by the President/CEO before beginning the appeal process set out herein.

39.2.4 Without limiting the scope of section 39.2.1, this appeal policy will not apply to decisions relating to:

- a. Doping offences, which are dealt with under the Canadian Policy on Doping in Sport and the Canadian Doping Control Regulations;
- b. The technical and competition rules of GCG and FIG and field of play disputes may not be appealed;
- c. Sport Canada Athlete Assistant Program – For any matters related to the Sport Canada Athlete Assistance Program nomination or decarding, all appeals must follow the Policies and Procedures of Sport Canada’s Athlete Assistance Program (AAP) Section 13
- d. Disciplinary matters arising during events organized by entities other than GCG, which are dealt with under the policies of these other entities, provided that they have an appeal policy in place;
- e. Criminal offences for which the Appellant(s) is/are seeking a criminal conviction;
- f. Commercial and employment matters for which another legal recourse already exist under applicable laws or contracts;
- g. Decisions that are outside the scope of the present appeal policy as described by GCG By Laws as amended from time to time.

### 39.3 TIMING FOR APPEAL

39.3.1 Members or Registered Participants who wish to appeal a decision will have twenty-one (21) days from the date they received notice of the decision, to submit their Appeal Form to Case Manager;

39.3.2 Any Member or Registered Participant wishing to submit the Appeal Form beyond the twenty-one (21)-day period must provide a written request stating reasons for an exemption to the requirement of 39.3.1;

39.3.3 The decision to allow or not the exemption as provided by 39.3.2 will be at the discretion of the Panel as established in conformity with Section 39.6.

### 39.4 APPEAL FORM AND DISCUSSION

39.4.1 A Member or Registered Participant who wishes to appeal a decision of GCG that affects them must apply to the Case Manager to initiate the appeal process using Appendix 14. The appeal process does not begin until such application is made.

39.4.2 The Appeal Form will state:

- a. The name(s) of the Appellant(s);
- b. The coordinates of the Appellant(s);
- c. The name(s) of the Respondent(s);
- d. When available, the name(s) of any Member or Registered Participant (also called Affected Party), who might be potentially affected by the decision of the Appeal Panel;
- e. The decision being appealed;
- f. The grounds for the appeal;
- g. The language (English or French) that the Appellant would like to be heard;
- h. A summary of the evidence that supports these grounds;
- i. If applicable, a list of the witnesses to be called at the hearing with a summary of the evidence to be provided by them;
- j. The remedy sought;
- k. Whether or not representative(s) will be present; and,
- l. The request for timing-exemption, as provided by Sub-section 4.2, when required.

39.4.3 Before proceeding further, the Case Manager will ensure that the Appellant(s) and the Respondent(s) have attempted to resolve the dispute privately between themselves, by any means possible in the circumstances. If this attempt is not successful, the Case Manager must be informed within five (5) days of his/her receipt of the Appeal Form. It is expected that most issues will be resolved at this level.

## **39.5 WRITTEN RESPONSE BY RESPONDENT AND AFFECTED PARTY**

39.5.1 If the attempt to resolve the dispute through discussion between the parties does not succeed, the Case Manager will request a Written Response by the Respondent(s) (see Form B) outlining the justification for the decision or the practice being appealed.

39.5.2 The Written Response will contain:

- a. A summary of the evidence that supports the Respondent(s)' case;
- b. If applicable, the list of witnesses to be called at the hearing and the summary of the evidence to be provided by them;
- c. Whether or not representative(s) will be present;

- d. When available, the name(s) of any Member or Registered Participant (also called Affected Party), who might be potentially affected by the decision of the Appeal Panel;
  - e. The language (English or French) that the Respondent would like to be heard;
- 39.5.3 The Written Response of the Respondent shall be forwarded to the Case Manager within seven (7) working days from the date of receipt of Appeal Form by the Case Manager, or such longer period as the Case Manager may specify;
- 39.5.4 The Case Manager must forward a copy of the Written Response to the Appellant(s) and the Affected Party (s) without delay after receipt;
- 39.5.5 If requested by the Affected Party, such Affected Party shall have five (5) days upon receipt of the Written Response to file submissions.
- 39.5.6 Should the Respondent(s) fail to submit the Written Response within the time-limit provided by 39.5.3, the Case Manager will initiate the establishment of the Panel without further delay and notify the Parties of such decision.

## **39.6 APPOINTMENT OF THE APPEAL PANEL**

- 39.6.1 Within ten (10) days of having received the Appeal Form, the Case Manager will initiate the establishment of an Appeal Panel as follows:
- a. The Panel will be comprised of three individuals;
  - b. The Panel will consist of one person nominated by the Appellant(s), one person nominated by the Respondent(s) and the third person, who shall act as chair of the Panel, nominated by the Appellant(s)' and Respondent(s)' nominees to the Panel, or failing agreement by such nominees, appointed by the Case Manager;
  - c. Should the Respondent(s) fail to submit the Written Response, as provided by 39.5.6, the Panel will consist of one person nominated by the Appellant(s), one person nominated by the President/CEO (on behalf of the Respondent(s)) and the third person, who shall act as chairperson of the Panel, nominated by the Appellant(s)' and Respondent(s)' nominees to the Panel, or failing agreement by such nominees, appointed by the Case Manager; All three members of the Panel must be nominated respecting the following conditions:
- 39.6.2 As soon as they are nominated, the members of the Panel will be forwarded a copy of the Appeal Form and Written Response and submissions of the Affected Party when applicable.
- 39.6.3 The Panel shall have the authority to determine its own jurisdiction and any requests related to issues of conflict of interest.

### 39.7 GROUNDS FOR APPEAL

- 39.7.1 An appeal may be heard only if there are sufficient grounds for the appeal. Sufficient grounds include, but are not limited to, the Respondent:
- a. Making a decision for which it did not have authority or jurisdiction as set out in governing documents;
  - b. Failing to follow procedures as laid out in the bylaws or approved policies of GCG;
  - c. Making a decision which was influenced by bias, where bias is defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views or that the decision was made on the basis of, or significantly influenced by factors unrelated to the merits of the decision;
  - d. Exercising its discretion for an improper purpose;
  - e. Making a decision that was grossly unreasonable or unfair.

### 39.8 SCREENING OF APPEAL

- 39.8.1 Within two (2) working days of receiving the Appeal Form, the Panel will determine whether there are appropriate grounds for the appeal, as set out in 39.7.1;
- 39.8.2 The facts as alleged by the Appellant(s) in the Appeal Form shall be presumed to be correct unless such facts are, to the knowledge of one or more of the Panel members, clearly erroneous;
- 39.8.3 If the appeal is denied on the basis of insufficient grounds, the Parties will be notified in writing without delay of this decision and its reasons;
- 39.8.4 If the Appellant(s) believe the Panel has made an error in denying the right to appeal a decision, the matter may be referred to Arbitration or Mediation, such Arbitration or Mediation to be administered under the SDRCC Code, as amended from time to time.

### 39.9 PRELIMINARY CONFERENCE

- 39.9.1 Should the Panel determine that the Appeal presents sufficient grounds to hear the Appeal, the Panel will, within five (5) days of receiving the Appeal Form and Written Responses, hold a preliminary conference to consider various preliminary issues, such as, but not limited to, the following ones:
- a. Date and location of the hearing;
  - b. Timelines for exchange of documents;
  - c. Format of the appeal (written or oral submissions or a combination of both);
  - d. The language (English or French) that the Parties would like to be heard;



- e. Clarification of issues in dispute;
- f. Clarification of evidence to be presented to the Panel;
- g. Order and procedure of hearing;
- h. Any procedural matter;
- i. Clarification of remedies sought;
- j. Any other matter that may assist in expediting the appeal proceedings.

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

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

39.9.4 The Chair and the Case Manager shall arrange the preliminary conference and its precise date and time in concert with the participants;

39.9.5 The Panel may delegate to its Chair the authority to deal with these preliminary matters;

39.9.6 The Case Manager shall act as secretary of the preliminary conference and shall confirm in writing to the Appellant(s), Respondent(s) and Affected Party (s) the appeal procedure established at this preliminary conference within two (2) working days after the conclusion of such conference, and after having received the written confirmation approved by the Panel.

### **39.9 PROCEDURE FOR THE APPEAL**

39.10.1 The Panel shall govern the hearing by such procedures as it deems appropriate, provided that the following directives be applied:

- a. The appeal shall be heard as quickly as reasonably possible and no later than ten (10) days from the appointment of the Panel unless otherwise agreed to by all Parties or determined by the Panel under exceptional circumstances, having regard to the nature of the appeal, and the circumstances of the case;
- b. If three members of the Panel shall hear the appeal, but a majority in favour of the same result shall be sufficient to effect a decision;
- c. Each Party shall have the right to be represented at the hearing;
- d. Copies of any written documents which any of the Parties would like the Panel to consider shall be provided to the Panel, and to all Parties, within the time limits established during the preliminary conference or by the Panel;

- e. The appeal may proceed on the basis of written submissions and documentation if all Parties to the appeal consent;
- f. The Panel may direct that any other person or party participate in the appeal;
- g. The decision of the Panel may affect another party to the extent that the other Party would have recourse to an appeal in their own right under this policy, that Party will become a Party to the appeal in question and will be bound by its outcome;

### **39.11 PROCEDURE FOR DOCUMENTARY APPEAL**

39.11.1 Where the Panel has determined that the appeal will be held by way of written submissions, it will govern the appeal by such procedures as it deems appropriate provided that:

- a. All parties are given a reasonable opportunity to provide written submissions to the Panel, to review written submissions of the parties, and to provide written rebuttal and argument;
- b. The applicable principles and timelines set out in 39.10 are respected.

### **39.12 EVIDENCE THAT MAY BE CONSIDERED**

39.12.1 As a general rule, the Panel will only consider evidence that was before the original decision-maker. At its discretion, the Panel may hear new material evidence that was not available at the time of the original decision.

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

39.12.3 If a Party believes the Panel has made an error in admitting or rejecting an additional element of proof as provided by 39.12.2, the matter may be referred to Arbitration or Mediation, such Arbitration or Mediation to be administered under the SDRCC Code, as amended from time to time.

### **39.13 APPEAL DECISION**

39.13.1 Unless otherwise agreed to by all Parties or determined by the Panel in exceptional circumstances, the Panel will issue its written decision with reasons within seven (7) working days of concluding the appeal's hearing. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide:

- a. To reject the appeal and confirm the decision being appealed;
- b. To uphold the appeal and refer the matter back to the initial decision-maker for a new decision, such new decision shall be final and might be appealed directly for arbitration or mediation at the SDRCC;

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

39.13.2 A copy of this decision will be provided to each of the Parties and to the Case Manager;

39.13.3 In extraordinary circumstances, the Panel may issue a verbal decision or a summary written decision, with reasons to follow, provided that the written decision with reasons is rendered within the timelines specified in 39.13.1.

### **39.14 MODIFICATION OF TIMELINES**

39.14.1 If the circumstances of the dispute are such that this policy will not allow a timely appeal, or if the circumstances of the disputes are such that the appeal cannot be concluded within the timelines dictated in this policy, the Panel may direct that these timelines be revised.

### **39.15 ARBITRATION AND MEDIATION**

39.15.1 All differences or disputes shall first be submitted to appeal pursuant to the appeal process set out in the policy. However, notwithstanding the Appeal Procedure under Section 39 – Appeals, a Registered Participant may appeal a competition selection decision made by a Program for any major games or championships directly to the SDRCC, with consent of the President/CEO;

39.15.2 Any final decision made by the Panel that may lead to irreversible consequences for one of the parties may be exclusively submitted by way of application to the SDRCC or its successor, which will resolve definitively the dispute in accordance with the SDRCC Code, as amended from time to time;

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

39.15.4 The award rendered by the SDRCC or its successor shall be final and binding upon the parties.

### **39.16 Reciprocity agreement:**

That Gymnastics Canada and its Members (P/TGOs) agree that any suspension or expulsion of membership of a “Registered Participant” of GCG by a Member or GCG shall be reciprocally applied across all jurisdictions of the Members of GCG. All processes of the Member relating to the matter shall have been followed to ensure that:

a. A fair hearing was held by the member concerning the alleged breach by the person;

b. The person was duly notified of the hearing;

- c. For the hearing, the person was notified by the Member that if found guilty of a breach of the Member's Code of Ethics, Rules, Policies, or Regulations, the person would be either suspended, expelled, or registration with the Member would be cancelled and that the person will also have its registration as a Registered Participant with GCG suspended or cancelled based on the sanction issued by the Member;
- d. After the hearing, the person was found guilty of a breach of the Code of Ethics, Rules, Policies, or Regulations of the Member.

## APPENDICES

### APPENDIX 1 - FINANCIAL MANAGEMENT AND RISK MANAGEMENT

#### Financial Management

The President/CEO shall ensure that each of the following criteria are strictly complied with relative to the GCG's financial management:

- a. Sufficient funds shall be maintained in GCG's bank account(s) to permit all payables to be remitted on a timely basis.
- b. Any temporary or long term surplus of funds shall be deposited in a fully secured, interest bearing investment fund such as a term deposit or mutual fund.
- c. Any single deviation from budget that will negatively affect the approved annual budget by more than one and a half per cent (1.5%) shall be immediately reported to the Board.
- d. Any cumulative deviation from budget that will negatively affect the approved annual budget by more than three per cent (3.0%) shall immediately reported to the Board.
- e. The Board shall be notified immediately of any unique circumstances that may place an unanticipated burden on GCG's finances.
- f. The format of the budget shall be such that the members of the Board will be readily able to determine the actual and relative revenues and expenditures for key programs and operational components.
- g. In order to perform the duties as assigned by the Board, any and all financial records shall be made available to the Secretary.

#### Risk Management

The President/CEO shall, with respect to the GCG program of risk management, ensure that the following shall be complied with:

- a. Members of the Board, paid staff, coaches, managers, judges and volunteers shall be protected from personal liability for any actions they take in the legal and ethical conduct of their duties on behalf of GCG.
- b. Adequate insurance policies and related coverage shall be maintained which limit GCG's liability in several areas including but not restricted to the following:
  - injury to participants
  - injury to third parties
  - damage to office contents
  - allegations of wrongdoing

- c. No insurance coverage shall be terminated without having replacement coverage which offers equal or greater protection immediately in effect upon such termination unless such termination has been prudently considered by the Directors and approved.
  
- d. An annual Risk Management report shall be presented to the Board during the fourth quarter of each fiscal year which will include the current status of insurance coverage, any recommendations for modifying the coverage and the implications of any such modifications.

## APPENDIX 2 - AUDIT COMMITTEE

### 1. Composition:

- a. Chair (Secretary of the Board)
- b. Three Directors (non-officers)
- c. President/CEO

All members shall be Board Members. However, at the discretion of the Chair and with the approval of the Board, a member other than a Director may be appointed to the Committee.

### 2. Responsibilities:

- a. Review all financial statements and reports published for the approval of the Board of Directors.
- b. Review the External Auditor's audit plan for the fiscal year under audit.
- c. Review the Annual Audit Statements together with the auditor's report, and recommended acceptance or action to the Board of Directors prior to the signature and presentation to the membership.
- d. Obtain reasonable assurance from the discussions with the management and external auditors that the GCG accounting systems are reliable and that the prescribed internal controls and checks exist and are operating effectively.
- e. Review changing accounting policies and procedures.
- f. Ensure compliance to statutory requirements.
- g. Review external auditor's management letter together with management's responses and ascertain that action is taken where deemed necessary.
- h. Recommend the appointment of the external auditors to the Board of Directors for approval by the AGM

## APPENDIX 3 - NOMINATING COMMITTEE

### 1. Composition:

- a. Chair.
- b. Two to three additional members.

The Chair is responsible for recruiting the two to three members for the Nominating Committee and presenting their names to the President/CEO for ratification.

The composition of the Nominating Committee should, if at all possible, be representative of the various regions of the country.

The members should have a solid background in gymnastics and be familiar with the requirements to be a member of the Board of Directors.

### 2. Responsibilities:

- a. To solicit nominations for the Board from the membership.
- b. To screen nominees.
- c. To ensure a full list of nominees necessary to fill all available positions has been achieved and presented to the membership.
- d. To Chair, or appoint a delegate from the Nominating Committee to Chair, the election portion of the Annual General Meeting.



## APPENDIX 4 - HUMAN RESOURCES COMMITTEE

### 1. Composition:

- a. Chair (Vice-Chair of the Board)
- b. President/CEO
- c. Director at Large
- d. Chair of the Board (ex officio)
- e. Other members as required

### 2. Responsibilities:

- a. To assist the President/CEO in ensuring that the GCG Human Resources Plan is aligned with the organization's Corporate Goals.
- b. To review the position description and responsibilities of the President/CEO as required.
- c. To evaluate the performance of the President/CEO, and determine the appropriate total compensation and rewards package.
- d. To support and provide guidance to the President/CEO in resolving human resource related matters or issues as required.

## APPENDIX 5 - AWARDS COMMITTEE

### 1. Composition:

Committee members (up to 9 members) are:

- a. The chair is a member of the Board of Directors who is appointed for a two year term (renewable) by the Board of Directors
- b. Five members from the various disciplines, which are:
  - i. Gymnastics for All
  - ii. Men's Artistic Gymnastics
  - iii. Rhythmic Gymnastics
  - iv. Trampoline gymnastics
  - v. Women's Artistic Gymnastics
- c. Three additional members as follows:
  - i. Member at large
  - ii. Secretary of Records
  - iii. Staff Member

These members are appointed to the Committee by the Board of Directors with recommendations from the President /CEO for their knowledge of the people involved in GCG and are not appointed to represent their respective disciplines.

- d. The staff member will be the person responsible for the administration of the Awards System in the National office.

### 2. Responsibilities:

- a. To carry out the Awards Policy as per Section 24.

## APPENDIX 6 - BY-LAW AND POLICY REVIEW COMMITTEE

### 1. Composition:

- a. Chair.
- b. One to three additional members.

The Chair is responsible for recruiting one to three additional Directors to serve on the By-Law and Policy Review Committee.

### 2. Responsibilities:

The By-Law and Policy Review Committee is responsible for ensuring that GCG's By-Laws and Operational Policy and Procedures Manual are kept up to date and relevant for the oversight and management of GCG.

Specific duties of the Committee include:

- a. Periodic reviews of both GCG's By-Laws and its Operational Policy and Procedures Manual to ensure that all material is current, relevant, and correct.
- b. Soliciting feedback from Members and GCG Staff (through the President/CEO) annually as to changes or improvements that each would like considered.
- c. Presenting recommended changes to the full Board of Directors for ratification.
- d. Ensuring that Policies and Procedures always reflect full compliance with the By-laws of GCG.
- e. The President/CEO is responsible to ensure that any related Manuals and/or documents are updated accordingly.

## APPENDIX 7 -ADVISORY COUNCIL

### 1. Composition:

The Advisory Council, if established, is directed by the President/CEO and may be composed of:

- a. resident/CEO
- b. Chair of the Board of Directors
- c. Additional Advisors as appointed by the Board of Directors based on the needed expertise

### 2. Responsibilities:

- a. To advise the Board of Directors and/or the President/CEO on matters requiring their expertise;
- b. As required, Advisors may participate in Board of Directors meetings and/or other committee meetings at the request of the Chair of the Board and/or the President/CEO.

**APPENDIX 8 - VOTING - GCG ANNUAL GENERAL MEETING PROXY FORM**

The \_\_\_\_\_  
(Name of Member)

Authorizes \_\_\_\_\_ to vote  
(Name of Individual & Province)

as its delegate at the Annual General Meeting to be held at: \_\_\_\_\_  
(Location)

on \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
PRESIDENT  
Provincial/Territorial Association

Received: _____ (Date) (Time) (Initials)
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**APPENDIX 9 - REIMBURSEMENT TABLE**

The following Table presents the current rates (December 2013) of reimbursement for various costs to volunteers associated with GCG program activities/events internationally and within Canada.

DESCRIPTION	REIMBURSEMENT
<b>Activities/Events within Canada:</b>	
<b>A. Travel:</b> <ul style="list-style-type: none"> <li>• Preapproved travel when booked by the individual</li> <li>• Air, train or bus:</li> <li>• Private automobile (not to exceed cost of air travel)</li> <li>• Preapproved local ground transportation</li> </ul>	100% (most economical means) 40 cents per kilometer Up to 100% (most economical)
<b>B. Meals</b> (when not prearranged): <ul style="list-style-type: none"> <li>• Breakfast</li> <li>• Lunch</li> <li>• Diner</li> </ul> <p style="text-align: center;"><b>Total Daily amount:</b></p>	\$ 10 / day \$ 12 / day <u>\$ 20 / day</u> \$ 42 / day
<b>C. Accommodations</b> (when not prearranged): <ul style="list-style-type: none"> <li>• Preauthorized:</li> <li>• Allowance when staying with friends</li> </ul>	100% of the most economical rate  \$20/ per day / per person
<b>D. Local official/volunteer (within 160 km round trip)</b> <ul style="list-style-type: none"> <li>• Travel with private automobile</li> <li>• Meal allowance without accommodations</li> <li>• Meal allowance with accommodations</li> </ul>	40 cents per kilometer \$ 15 per day \$ 25 per day
<b>E. Miscellaneous expenses:</b> <ul style="list-style-type: none"> <li>• No reimbursement unless preauthorized</li> </ul>	
<b>International Activities/Events:</b>	
<b>A. Travel:</b> <ul style="list-style-type: none"> <li>• Preapproved travel when booked by the individual (exceptional circumstances)</li> <li>• Preapproved local ground transportation</li> </ul>	100% (most economical)  Up to 100% (most economical)
<b>B. Meals</b> (when not prearranged): <ul style="list-style-type: none"> <li>• Total Daily amount as determined by the senior management team:</li> </ul>	Up to \$75 / day
<b>C. Accommodations</b> (when not prearranged): <ul style="list-style-type: none"> <li>• Preauthorized:</li> <li>• Allowance when staying with friends</li> </ul>	100% of the most economical rate \$ 20 per day / per person

Note: Individuals may at their own discretion donate their reimbursed expenses to GCG and receive a tax receipt as per GCG fundraising policy.

## APPENDIX 13 - CONFLICT OF INTEREST FORM

### ANNUAL DECLARATION CONCERNING CONFLICT OF INTEREST

I \_\_\_\_\_ have read the GCG Policy Section 32 regarding conflict  
Name of "Person in Authority"

of interest. I hereby declare:

To the best of my knowledge and belief, except as disclosed herewith, neither I nor a member of my immediate family is engaged in any transaction or activity, or has any relationship that may represent a potential competing or conflicting interest, as defined in the policy.

Further, to the best of my knowledge and belief, except as disclosed herewith, neither I nor any member of my family intends to engage in any transaction or acquire any interest in any organization or entity, or to become the recipient of any substantial gifts as defined in the policy.

- Without Exception
- Except as described in the attached statement

Date: \_\_\_\_\_

Signature of "Person in Authority": \_\_\_\_\_

Signature of GCG President/CEO: \_\_\_\_\_

Reviewed by Board of Directors:	_____	_____
	(Date)	(Chair of GCG Board of Directors)