

2025 Canadian Safe Sport Program Adoption Contract

THIS AGREEMENT made this ____ day of _____, 20__

BETWEEN:

Canadian Centre for Ethics in Sport
(hereinafter "CCES")

OF THE FIRST PART

AND:

[Sport Organization]
(hereinafter "Sport Organization")

OF THE SECOND PART

WHEREAS the Sport Organization is, as applicable, a governing body for the sport of [Sport] or a multi-service organization responsible for [ADD DESCRIPTION] and desires to adopt the Canadian Safe Sport Program ("CSSP") as a way to fully engage in the fight against maltreatment in sport in accordance with the Universal Code of Conduct to Prevent and Address Maltreatment in Sport ("UCCMS"), and to ensure that the CSSP forms part of the rules of the Sport Organization in order to be binding upon its Participants (as defined in the CSSP);

AND WHEREAS the CCES is acknowledged by the sport community and the Sport Organization to be the national safe sport organization for Canada with the mandate to administer, manage, implement and enforce the CSSP on behalf of all Sport Organizations at the national level that adopt the CSSP;

AND WHEREAS the Sport Organization and the CCES wish to acknowledge and agree to their respective obligations and responsibilities in connection with the CSSP and the UCCMS;

NOW THEREFORE the Parties agree as follows:

1. GENERAL RESPONSIBILITIES

1.1 The Parties specifically agree that the general responsibilities contained in Rule 4 of the CSSP are in addition to and are intended to supplement the more specific obligations contained in this Agreement. This Agreement is the “Adoption Contract” referenced at various places in the CSSP. Nothing in this Agreement limits or restricts in any fashion the broad jurisdictional scope of the CSSP at the national level or the Sport Organization’s obligations thereunder, as is more fully described therein. The responsibilities from this Agreement, the CSSP, and the UCCMS are to be read harmoniously. In the case of conflict between this Agreement and the CSSP and/or UCCMS, the provisions of the CSSP and/or UCCMS, as applicable, shall prevail to the extent of the conflict.

2. TERM

2.1 This Agreement shall commence, regardless of when executed by the Parties, on April 1, 2025, and shall terminate on **March 31, 2026**, unless terminated earlier in accordance with the terms and conditions of this Agreement (the “Term”).

2.2 This Agreement shall be automatically renewed annually on April 1 for a subsequent period of one (1) year, unless terminated earlier as provided for in Section 11 or unless otherwise amended pursuant to Section 12.5, in which case the amended version of the Agreement shall remain in force for the remainder of the Term and shall be subject to automatic renewal at the conclusion of the Term as set out in this Section 2.2.

2.3 Notwithstanding Section 2.2, this Agreement shall not renew automatically at the end of the Term, or for any Term in effect pursuant to an automatic renewal thereafter, if one of the parties is in default.

3. ADOPTION OF THE CSSP AND UCCMS

3.1 The Sport Organization's Board of Directors or other authority with binding power over the Sport Organization shall, prior to **April 1, 2025**, approve and accept the 2025 CSSP (as amended if applicable), through its normal governance or otherwise applicable approval process as an internal policy document of the Sport Organization, which shall thereafter be binding on all of the Sport Organization's sport participants (however they may be referred to by the Sport Organization) that fall within the mandatory categories set out in Rule 3.1 of the CSSP and those designated by the Sport Organization as set out in the CSSP Rule 3.1 (together, the "Participants"), as well as those individuals designated by the Sport Organization as set out in CSSP Rule 3.2. Notice and confirmation of this adoption (e.g., a Board resolution, meeting minutes or other writing evidencing adoption of the CSSP) shall be enclosed with this Agreement when it is submitted for CCES signature prior to April 1, 2025. The Parties confirm that adoption of the CSSP by the Sport Organization shall give full and complete effect to the jurisdictional scope of the CSSP as expressed therein, including but not limited to Rules 3, 4 and 5.

3.2 If it has not done so previously, prior to April 1, 2025, the Sport Organization's Board of Directors or other authority with binding authority over the organization shall adopt the Universal Code of Conduct to Prevent and Address Maltreatment in Sport ("UCCMS") through its normal governance process as an internal policy document of the Sport Organization, which shall thereafter be binding on the Sport Organization's Participants. Notice and confirmation of this adoption (e.g., a Board resolution, meeting minutes or other writing evidencing adoption of the CSSP) shall be enclosed with this Agreement when it is submitted to the CCES for signature prior to April 1, 2025.

4. PARTICIPANT AND OTHER INDIVIDUAL INFORMATION

4.1 The Sport Organization shall provide the information regarding the approximate number of Participants in the form outlined in Appendix C. The information in Appendix C shall also designate the national level events, Athletes, Athlete Support Personnel and Participants that the Sport Organization wishes to bring under the jurisdiction of the CSSP pursuant to Rules 3.1 and 3.2 of the CSSP. At a minimum, Sport Organizations must ensure that senior or open level Athletes that compete at national-level events held under the Sport Organization's authority,

and their Athlete Support Personnel, are subject to the CSSP pursuant to Rule 3.2, if not otherwise captured under Rule 3.1.

The information provided in Appendix C shall be appended to the executed version of this Agreement provided by the Sport Organization and shall be updated on an annual basis or more frequently if required.

5. SPORT ORGANIZATION OBLIGATIONS

5.1 Without limiting the other obligations set out in this Agreement or in the CSSP, the Sport Organization agrees and acknowledges that it shall:

- a. Ensure that all of its organizational policies and procedures are interpreted and applied in a manner consistent with the UCCMS and CSSP;
- b. Abide by the terms of the CSSP, including but not limited to ensuring that all processes required for the administration and enforcement of the UCCMS and CSSP are conducted in accordance with the CSSP;
- c. Fully cooperate with the CCES in the administration and enforcement of the CSSP, including but not limited to acting in good faith to promptly provide full and accurate information or documents as may be requested by the CCES in relation to the CSSP, and ensuring that any sanctions or other measures imposed pursuant to the CSSP are implemented and respected within the limits of the Sport Organization's jurisdiction;
- d. When applicable and throughout the term, the Sport Organization will distribute relevant information/documents provided by the CCES and intended for Participants, through the Sport Organization's regular communication channels or otherwise, to ensure Participants are informed of any material amendment or modification to the UCCMS, CSSP or related matters;
- e. Provide the CCES with full cooperation in relation to any reasonable periodic, special and other compliance audit that may be conducted in accordance with the relevant

procedures to be communicated from time to time by the CCES. Such required cooperation may include, without limitation, giving timely access to all relevant information, books, and other records maintained by the Sport Organization in relation to the UCCMS, CSSP, Participants and other individuals subject to the UCCMS and the CSSP (only insofar as relating to the administration of the UCCMS and the CSSP), sanctions, UCCMS or CSSP-related education and/or training and the subject matter of this Agreement;

- f. Fully cooperate in a timely manner with the CCES and its designated representatives or assigned assessor as part of any CCES assessment of the sport environment, and Sport Organization environmental assessment that may be conducted. Such cooperation shall include, without limitation, giving the CCES timely access to all relevant information and to the designated individuals and environment(s) of the Sport Organization, take actionable steps to implement the feasible recommendations of a such an assessment that falls under the Sport Organization's authority;
- g. Provide and keep up-to-date information of an authorized representative and an alternative representative of the Sport Organization who can objectively and under strict confidentiality (without having to consult or disclose to any other person) provide to CCES all relevant information requested to perform the services outlined in this Agreement, including, without limitation: membership status, age, contact information (including parents or legal guardians in the case of minors), accessibility requirements and language of preference between French and English for the Sport Organization's Participants and other individuals concerned who have consented to the disclosure of their information to the Sport Organization, information on environment(s) in which concerned individuals interact, including nature and frequency of interactions, etc.;
- h. Upon request and where available, provide to the CCES a copy of all the Sport Organization's conduct rules/policies/processes of matters relating to Prohibited Behaviour as defined in the UCCMS, conduct that constitutes a breach of the CSSP, and conduct that was prohibited by the relevant Sport Organization's policies and procedures in place at the time the Prohibited Behaviour occurred and which would or

could constitute Prohibited Behaviour under the UCCMS (together “safe sport violations”); and,

- i. Take all necessary measures to ensure the confidentiality of non-public information provided to the Sport Organization by the CCES concerning provisional measures, sanctions or other resolutions relating to Participants.

6. EDUCATION

6.1 The Sport Organization shall ensure that the CCES’s safe sport e-learning module is completed by the Sport Organization’s Participants, as identified in Appendix C, prior to April 1, 2025. Thereafter, the Sport Organization’s identified new Participants shall also complete the CCES’s safe sport e-learning module forthwith upon becoming a Participant.

6.2 The Sport Organization acknowledges and agrees that the CCES’s safe sport educational resources listed in Appendix A are available to it and shall be publicized and that the Sport Organization shall make the resources available to all members and participants in the activities of the Sport Organization.

7. PARTICIPANT CONSENT

7.1 As a condition of participation in the Sport Organization’s sport, all of the Sport Organization’s Participants shall sign the CSSP Participant Consent Form in Appendix B (“CSSP Participant Consent Form”). The CSSP Participant Consent Form will be signed electronically following completion of the mandatory e-learning module.

7.2 With respect to individuals who are subject to the CSSP but who are not Participants (such as those individuals brought under the CSSP pursuant to Rule 3.2), the Sport Organization shall ensure these individuals will sign (or otherwise) consent and maintain proper records of all such consents.

8. ONGOING ASSISTANCE

8.1 The Sport Organization shall fully cooperate with the CCES’s investigations in a timely manner regarding any potential safe sport violations in that sport.

9. THE REGISTRY

9.1 The CCES will maintain a Public Registry pursuant to the CSSP Rules.

10. INDEMNIFICATION AND INSURANCE

10.1 Each party to this Agreement (referred to as “Indemnifying Party”) agrees to indemnify and hold harmless the other party and its officers, employees, principals, assigns, agents, representatives, administrators, directors and other professionals, as the case may be (each, an “Indemnified Party”), against any and all losses, damages, judgments, settlements or other costs of whatever kind (each, a “Loss”), incurred by the Indemnified Party as a result of any claim, filing, and/or request from anyone (each, a “Claim”) that arises in relation to, directly out of or in connection with:

- a. any breach by the Indemnifying Party of any term or obligation thereof under this Agreement; or
- b. any gross negligence, recklessness or willful misconduct or act or omission of the Indemnifying Party with respect to the performance of any term or obligation thereof under this Agreement.

Notwithstanding the foregoing, the Indemnifying Party shall not be obligated to indemnify or hold harmless any Indemnified Party for any Loss to the extent caused or deemed to be caused by the Indemnified Party’s willful, reckless, negligent or bad faith acts or omissions. The present section shall continue to apply even after the expiration or termination of this Agreement.

Notwithstanding anything to the contrary contained herein, the parties agree that no action or other proceeding for damages shall be instituted by the Sport Organization against the CCES, the CCES’ directors, staff members, contractors, professionals, principals, assigns, agents, representatives, administrators, independent investigators, independent assessors, mediators, adjudicators, panel members, experts or dispute resolution professionals (each an “Immunity Beneficiary”) for an act done in the performance or intended performance of a duty or in the exercise or the intended exercise of a power under the CSSP, the UCCMS, this Agreement, a regulation, by-law and/or any other policy related thereto or for any neglect or default in the performance or exercise in good faith of the duty or power.

10.2 For the term as defined in paragraphs 2.1 and 2.2 above (“Term”), the CCES shall maintain general liability, professional liability and Errors and Omissions insurance to cover claims

admissible under its insurance policies that are related to its execution of this Agreement. For the Term, the Sport Organization shall maintain general liability insurance and directors and officers' liability insurance to cover admissible claims under its insurance policies that are related to the execution of this Agreement. Subject to the availability of insurance coverage, parties shall maintain the aforementioned insurance coverage for at least three (3) years following the expiry of this Agreement; however, during this period, each Party shall renew its insurance coverage on an annual basis or as often as needed to ensure uninterrupted coverage.

11. TERMINATION

- 11.1 In the event that a Party is in material breach of this Agreement, and the breaching Party does not cure such breach within thirty (30) days following receipt of a notice of such breach from the other Party, the affected non-breaching Party may immediately terminate this Agreement by sending written notice to the other.
- 11.2 In the absence of a material breach of this Agreement, a Party may terminate this Agreement by written notice to the other no less than three (3) months prior to termination.
- 11.3 Notwithstanding section 10.2, the CCES may terminate this Agreement without prior notice if its activities relating to the CSSP cease to be funded by the Government of Canada.
- 11.4 If one or more cases are ongoing on the date of termination, and the CCES remains in a position to continue processing and administering the CSSP in relation to those cases, only the provisions that need to continue to apply for the processing of ongoing cases shall remain effective under the circumstances, until all ongoing cases are completed.

12. GENERAL

12.1 CCES Not Responsible

Subject to the applicable parameters, eligibility criteria, terms and conditions of the CSSP, the CCES will not be responsible for legal fees and other expenses incurred by the Sport Organization, any Participant, or by any individual in relation to their performance of this Agreement and/or in relation to the exercise of their rights, responsibilities and/or obligations under this Agreement, the UCCMS or CSSP, including without limitation, for their participation

or that of their witnesses in any phase of the CSSP Report, investigation, dispute resolution, sanction processes and/or any assessment of the sport and assessment of the Sport Organization's environment.

12.2 Confidentiality

CSSP processes provided under this Agreement shall be conducted in accordance with Rule 9 of the CSSP Rules. Subject to this section, and as may be required by law including without limitation, a subpoena request, the Parties agree to maintain the strict confidentiality of any non-public information (expressly excluding this Agreement document and its appendices) shared under this Agreement by the other Party, using the same degree of care as such Party uses regarding its own confidential information of a similar nature which it desires not to be published or disseminated, and in no event less than care consistent with prudent commercial practices, to prevent the unauthorized use or disclosure of the non-public information. If the Sport Organization is required by applicable law, including by the order of a court or tribunal of competent jurisdiction to disclose such non-public information then the Sport Organization shall, if and when to the extent required by law, including by the order of a court or tribunal of competent jurisdiction, (a) promptly notify the CCES of such requirement, (b) use all reasonable efforts to assure that the non-public information disclosed shall be covered by any protective order or other remedy obtained by the Sport Organization, and (c) disclose only that portion of the non-public information which it is legally required by law to disclose.

12.3 Intellectual Property

The CCES hereby grants the Sport Organization a non-exclusive, non-transferable, non-assignable license to use specific safe sport training materials ("Materials"), during the Term and subject to guidelines, approval process and other restrictions and conditions communicated and updated from time to time, for the sole non-commercial purpose of fulfilling the Sport Organization's responsibilities as contemplated under this Agreement. The CCES retains all right, title and interest in the Materials and in any other intellectual property of the CCES. The Sport Organization will not remove, alter or obscure any markings identifying Materials as the CCES property or proprietary or confidential to the CCES.

12.4 Entire Agreement

This Agreement constitutes the entire undertaking between the Parties as to matters addressed herein and supersedes all prior agreements between the Parties with respect to these issues. There are no representations, warranties, conditions, undertakings or related agreement, whether expressed, implied or statutory, between the Parties, except as expressly stated herein.

12.5 Amendment

No amendment to this Agreement (expressly excluding any other document referred to in this Agreement, including without limitation, the UCCMS, CSSP and CSSP Participant Consent Form) shall be valid or binding upon the Parties unless the same is evidenced in writing and is previously signed by both Parties. For clarity, any material amendment to the UCCMS, CSSP or CSSP Participant Consent Form shall be effective following reasonable notification to Sport Organizations and Participants, which notification may take place via update of the CCES's public website, mass email communication and/or other appropriate and available means of communication.

12.6 Waiver

No waiver relating to any breach of any provision of this Agreement shall be valid or binding upon the Parties unless in writing and signed in advance by the waiving Party. Unless otherwise specified in a written waiver, such waiver shall be limited to the specific violation set forth therein.

12.7 Notices

Applications, notices or other communications to be given in connection with this Agreement (but expressly excluding any other document referred to in this Agreement, including without limitation, the UCCMS, CSSP or CSSP Participant Consent Form) shall be in writing and may be given by hand, by registered mail or by email with confirmation of receipt to the following persons:

For the Sport Organization

Title/Role: _____

Full Civic Address: _____

Email: _____

For the CCES

Title/Role: _____

Full Civic Address: _____

Email: _____

or to any other address or person that may be designated by either Party as provided herein.

12.8 Dispute Resolution

Any dispute or claim arising from this Agreement shall be submitted to the Sport Dispute Resolution Centre of Canada (“SDRCC”) for resolution pursuant to the SDRCC’s mediation/arbitration procedures as is more fully described in the Canadian Sport Dispute Resolution Code (the “Code”), as amended from time to time. The Parties shall bear their own costs before the SDRCC, including the arbitration costs, if any, subject only to an arrangement otherwise agreed upon by all Parties or a cost award by the arbitrator pursuant to the Code.

12.9 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario.

12.10 Language

The Parties hereto have expressly accepted and required that this Agreement and any notice or document relating thereto be drafted in the English language only. Les parties aux présentes ont expressément accepté et exigé que tout avis ou document s’y rattachant soit rédigé en langue anglaise seulement.

12.11 Severance

In the event that any provision or part of this Agreement shall be deemed void or invalid by a Court of competent jurisdiction, the remaining provisions, or parts of it shall be and remain in full force and effect.

12.12 Time is of the essence

Time shall be of the essence of this Agreement and every part thereof.

12.13 This Agreement is personal to the Parties hereto and shall not be assigned.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

[Sport Organization]

Canadian Centre for Ethics in Sport

Per: I have authority to bind the Corporation

Per: I have authority to bind the Corporation

Name:

Name:

Title:

Title:

Signature:

Signature:

APPENDIX A – Canadian Centre for Ethics in Sport (CCES) Educational Resources

General:

- CCES website: www.cces.ca
- CCES E-Learning: <https://education.cces.ca>
- CCES Advisory Notes and Media Releases: www.cces.ca/subscribe
- Contacting the CCES: 1-800-672-7775 or info@cces.ca

Note: Various printed resources are available. Contact the CCES for more information (education@cces.ca or 1-800-672-7775).

DRAFT

APPENDIX B – CSSP Participant Consent Form

DOCUMENT PART 1: CONTEXT IN RELATION TO THE CANADIAN SAFE SPORT PROGRAM (“CSSP”) PARTICIPANT INFORMED CONSENT FORM (Consent Terms are found in Part 2)

The Canadian Safe Sport Program Rules (“CSSP”) [INSERT LINK] are the comprehensive set of rules to implement the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (“UCCMS”) [INSERT LINK], which commits the Canadian sport community to advancing a respectful sport culture that delivers quality, inclusive, accessible, welcoming and safe sport experiences. The purpose of this CSSP Participant Consent Form is to set out the terms pursuant to which Participants agree to be subject to the Canadian Centre for Ethics in Sport (“CCES”)’s jurisdiction and its administration and application of the UCCMS and the CSSP.

If you have been asked to sign this Consent Form, your Sport Organization(s) has adopted the CSSP and is bound by the UCCMS and you (your child), has been designated as a Participant, and therefore must abide by the UCCMS and the CSSP.

This Consent Form is a condition for participation with your Sport Organization(s).

In case of violation of the terms of the UCCMS or CSSP, you (your child) may be subject to the CSSP Rules, including provisional measures, investigations, mediation, adjudication and sanctions, as further described therein.

It is important to read and understand the terms contained in the UCCMS and the CSSP, as it includes the conduct expectations of Participants.

Public Disclosure and the Public Registry

In accordance with the UCCMS and CSSP, the CCES will maintain a Public Registry, which is a public database of individuals whose eligibility to participate in sport has in some way been restricted due to provisional measures and/or sanctions imposed.

Relevant information contained on the Public Registry (e.g., name, city/province, sport, provisional measure, sanction and, in the case of a sanction, the UCCMS or CSSP violation), will be publicly searchable as long as an eligibility restriction is in effect, after which it will be removed from the Registry.

Once information is removed from the Public Registry, or where a violation of the UCCMS is not disclosed on the Public Registry in accordance with the CSSP, it may be accessed by your (your child's) Sport Organization(s) in accordance with the terms of this Consent Form and applicable laws.

PART 2: CSSP PARTICIPANT CONSENT FORM ("CONSENT FORM")

I (on my behalf / on behalf of my child in the case of a legal guardian for their child) hereby consent to being subject to the *Universal Code of Conduct to Prevent and Address Maltreatment in Sport* (the "UCCMS" available at [LINK](#)) and the Canadian Safe Sport Program (the "CSSP" available here: [LINK](#)).

Without limiting the foregoing, I (on my behalf / on behalf of my child) hereby consent to the collection, use and disclosure of my personal information in relation to the administration and enforcement of the UCCMS under the CSSP, as detailed below.

1. Consent and duration of consent

As a Participant, you (on behalf of your child) agree to comply with and be subject to the terms of the UCCMS and the CSSP for the duration of time that you are (your child is) a Participant under the CSSP.

You (on behalf of your child) agree to be subject to the CSSP and to the jurisdiction of the CCES, and its respective agents, professionals (e.g., investigators, mediators, arbitrators) responsible for the administration and enforcement of the UCCMS and the CSSP (collectively the "Agents") during the period that you are or have been (your child is or has been) a Participant and for any longer period as required for purposes of the administration and enforcement of the UCCMS and the CSSP.

You (on behalf of your child) agree that events which occurred prior to the implementation of the UCCMS and/or CSSP, or prior to the signing of this Consent Form, may also fall retroactively within the jurisdiction of the Agents if such events fall within the scope of the UCCMS and the CSSP.

You (on behalf of your child) agree that you have been educated regarding the UCCMS and CSSP and you (on behalf of your child) expressly acknowledge and agree that ignorance of the UCCMS and CSSP is not a defence to any potential violations of the UCCMS and/or CSSP.

2. Obligations under the UCCMS and CSSP

The UCCMS and CSSP contain rights and protections as well as responsibilities to the benefit of each Participant.

As a Participant, you (your child) may be subject to a Report in relation to an alleged violation of the UCCMS. You (your child) may also be otherwise involved in the UCCMS administration and enforcement processes of the CSSP.

You agree (on your behalf and on behalf of your child) to participate in the UCCMS administration and enforcement processes as detailed in the CSSP, including without limitation, an investigation, adjudication, a decision on provisional measure/sanction, and enforcement of a provisional measure/sanction, as the case may be.

3. Personal Information

You (on your behalf and on behalf of your child) understand and agree that your (your child's) personal information will be used, collected and disclosed strictly to the extent required to carry out the objectives of the UCCMS and the CSSP. In particular, your (your child's) personal information will be processed as follows:

a. for compliance by Sport Organizations with the CSSP

In the context of its participation under the CSSP, the Sport Organization may collect, use and disclose information collected from you (your child), and/or about you (your child) in order to fulfil its obligations under the CSSP, including any requests made by the Agents pursuant to the CSSP, as well as in the context of the administration and enforcement of the UCCMS processes under the CSSP, as described below.

b. for UCCMS administration and enforcement processes

In the context of a Report made under the UCCMS in relation to you (your child), Agents may receive, process, administer, investigate and/or adjudicate the Report in accordance with the CSSP.

To do so, the Agents may collect, use and disclose information collected from you (your child), and/or about you (your child), including but not limited to the following:

- i. allegations, records (including documents, audio recordings, videos or any other type of record) or information provided by a Reporting Person or Respondent;
- ii. allegations, records or information from third parties (such as relevant witnesses, Sport Organizations or other available sources; and/or

iii. any response, statement, records or information that you (your child) provide.

More specifically, the Agents may collect, use and disclose information relating to the Report to individuals to the extent reasonably necessary as part of the CSSP processes, in accordance with relevant confidentiality parameters and other terms of the CSSP.

Information about you (your child), including personal information, can be obtained from, disclosed, used or collected by, and shared between organizations (including but not limited to Sport Organizations, the Office of the Sport Integrity Commissioner (OSIC), the Sport Dispute Resolution Centre of Canada (SDRCC) and public or governmental authorities) for purposes of implementing the UCCMS and/or CSSP or other legitimate purposes, including those related to safety and security of individuals and those related to the investigation of potential violations of the UCCMS and/or CSSP or as otherwise required by law. The Agents may obtain or otherwise collect your (your child's) personal information (including, without limitation, information from past cases) from Sport Organizations, the (OSIC or from the SDRCC for safe sport-related purposes, if such information is directly relevant to potential violations of the UCCMS and/or CSSP that have been asserted against you (your child), as well as for any other purpose relating to the implementation, administration and enforcement of the UCCMS and/or CSSP. To be clear, information obtained or otherwise collected in this manner may be used or disclosed by Agents for any purpose relating to the implementation, administration and enforcement of the UCCMS and/or CSSP.

If a Report is made under the UCCMS or CSSP in relation to another individual, the Agents may collect, use and disclose information from or about you (your child) in relation to the receipt, processing, investigation and adjudication of the Report in accordance with relevant confidentiality parameters and other terms of the CSSP, UCCMS and/or the CCES Privacy Policy (available here: [LINK](#)).

c. in relation to the Public Registry

Information listed in Section 4 below about you (your child) may be collected, stored, used and/or disclosed on the Public Registry when, following a Report against you (your child) under the UCCMS or CSSP, a sanction or a temporary or provisional measure restricting your (your child's) eligibility to participate in sport is imposed against you (your child).

In such circumstances, information about you (your child) on the Public Registry will be publicly searchable and/or accessed by Sport Organizations and/or relevant Agents, in accordance with the CSSP and applicable laws.

Agents may disclose this information on the Public Registry for the duration of the eligibility restriction only.

d. in Decisions

For purposes of demonstrating the fairness of the adjudication process and for the other purposes of the UCCMS and the CSSP, the SDRCC may publish decisions of the Safeguarding Tribunal and/or Appeal Panel that are rendered following adjudication of a Report under the UCCMS and CSSP which may include your (your child's) personal information about the Report, the adjudication and the provisional measure, resolution or sanction if you are (your child is) the respondent. However, limitations on publication and/or exceptions may apply, as provided for in the CSSP, including where necessary to protect the identity of complainant(s), minor(s), individuals directly impacted by the UCCMS violation and other relevant third parties.

e. internally by the CCES and access by Sport Organizations

For the purpose of internal record keeping by the CCES, the CCES will maintain an internal database with information on all provisional measures, resolutions and sanctions related to Participants who were Respondents under the CSSP, irrespective of whether the information was publicly disclosed on the Public Registry. This information may contain your (your child's) personal information for the time and indefinitely to the extent required to carry out the objectives of the UCCMS and the CSSP.

Once information is removed from the Public Registry, or where a violation of the UCCMS or CSSP is not disclosed on the Public Registry in accordance with the CSSP, your (your child's) Sport Organization will still be able to access this information in a confidential and secure manner as set out in a user agreement with the CCES.

If another Sport Organization requires access to any record of a process conducted under the CSSP in which you (your child) was a Respondent, the Sport Organization will be required to obtain your prior written authorization before such access is granted.

4. Disclosure on the Public Registry

If you are (your child is) sanctioned or provisional measures are imposed on you (your child) that restrict in some way your (your child's) eligibility to participate in sport due to a violation related to the UCCMS, the Registry may include your (your child's):

- a. full name;
- b. city and province of residence;
- c. Sport Organization affiliation;
- d. category of alleged violation(s) of the UCCMS (i.e., when provisional measures are imposed);
- e. nature of violation of the UCCMS pursuant to a decision under the CSSP;
- f. sanction or provisional measures imposed and description of the imposed sport participation restriction or sanction conditions; and,
- g. date of issuance of sanction or provisional measures and period in effect.

For minors who may be subject to provisional measures and/or a sanction, the disclosure of their information on the Public Registry will be considered on a case-by-case basis by the relevant Agents, taking into account the sensitivity of personal information and the need to carry out the objective of the UCCMS, in accordance with the CSSP.

Concerning disclosure on the Public Registry, particular consideration will also be given by the relevant Agents to foster the protection of the identity of individuals directly impacted by the UCCMS or CSSP violation or other relevant third parties, in accordance with the CSSP. This may include, without limitation, redacting any identifying information.

5. Concerns and Questions

If you have any questions regarding the collection, use or disclosure of your (your child's) information as described in this Consent Form, in relation to the UCCMS or the CSSP, you may contact the CCES at safesport@cces.ca.

Regarding the possibility to file a Report in relation with the processing of personal information, to access this information or to correct it, you may refer to the Privacy Policy available here: [LINK](#).

6. Claims and Proceedings

You (on your behalf and that of your child) agree that no Agent or CCES director, staff member, professional, principal, assign, agent, representative, administrator, investigator or assessor, adjudicator, panel member, expert or dispute resolution professional, is a compellable witness in any court or administrative proceeding, including other SDRCC proceedings, with respect to any of the services provided by them in the administration and enforcement of the UCCMS and the CSSP. You (your child) understand that this is required to ensure the confidentiality and the independence of the UCCMS administration and enforcement processes, among other things.

For the same reasons, no person shall subpoena or demand the production of any notes, records or documents prepared by Agents in the course of proceedings arising from the administration and enforcement of the UCCMS or the CSSP, regardless of their form or medium.

7. Irrevocable Consent

You (on your behalf and that of your child) have had the opportunity to seek independent advice before signing this Consent Form and thereby giving your consent.

You (on your behalf and that of your child) understand, agree and freely consent to the terms set out in this Consent Form.

You (on your behalf and that of your child) understand and agree that this consent is irrevocable for any CSSP related process. You (on your behalf and that of your child) understand and accept that this consent must be irrevocable for CSSP related process so that the purpose of the UCCMS and the CSSP are not frustrated and/or undermined.

You are (your child is) free to terminate your (your child's) association as a Participant with your (your child's) Sport Organization(s) at any time. More specifically, to the extent there are allegations involving violation of the UCCMS alleged to have occurred prior to such termination, your consent (on your behalf and on behalf of your child) under this Consent Form is irrevocable for any CSSP related process, including to the UCCMS and the CSSP, to the jurisdiction of the CCES, and its Agents, and to the collection, use and disclosure of your (your child's) information for purposes relating to implementing, administering and enforcing the UCCMS and/or CSSP.

APPENDIX C – PARTICIPANTS AND OTHER INDIVIDUALS

Participants

The Sport Organization hereby represents that to the best of its knowledge, its Participants include and are limited to the following, pursuant to Rule 3.1 of the CSSP:

Participant Type	Approximate Number of Participants
Board Members	
Employees	
Athlete (Athlete Assistance Program support, National team program, or National Athlete Pool)	
Athlete Support Personnel (an individual who is directly involved with and provides services to a sport organization’s national team program, including: coach, trainer, manager, agent, team staff)	
Any other individual who competes or otherwise participates in sport under the authority of your sport organization (could include committee members and contractors)	
Any Canadian official, judge, umpire, or referee accredited by your sport organization	

Other Individuals and Events

The Sport Organization wishes to designate the following national-level events under the jurisdiction of the CSSP pursuant to Rule 3.2 of the CSSP:

National-Level Event	Approximate Number of Participants

As indicated in Section 4.1 of the Adoption Contract, Sport Organizations must ensure that senior or open level Athletes that compete at national-level events held under the Sport Organization’s authority, and their Athlete Support Personnel, are subject to the CSSP if not otherwise captured under Rule 3.1 of the CSSP.