



ABUSE-FREE SPORT POLICY REGARDING PROVISIONAL MEASURES

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1. PURPOSE

The purpose of this Policy is to outline the principles, procedure, and related considerations regarding Provisional Measures (as defined below) that may be implemented in the context of the Abuse-Free Sport Complaint Management Process (the “**Complaint Management Process**”) concerning alleged violations of the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (“**UCCMS**”).

2. DEFINITIONS

For a complete list of definitions used in this Policy, please refer to the Inventory of Abuse-Free Sport Definitions at **Appendix I**. Other defined terms in this Policy have the meanings ascribed to them in the UCCMS.

3. SCOPE OF APPLICATION

This Policy applies to any person and/or organization impacted by or implicated in Provisional Measures in relation to a Complaint and/or Report, including without limitation, any Reporter, Complainant, Impacted Person, Respondent, Program Signatory and/or other applicable sport organization.

3. FUNCTIONS & RESPONSIBILITIES

Office of the Sport Integrity Commissioner (OSIC). The OSIC (and/or their delegate) is responsible to administer Complaints/Reports and to receive, review, analyze and/or provide applicable information and/or recommendations to the DSO in relation to Provisional Measure(s), in accordance with the process set forth in this Policy and other applicable Policies and Procedures.

Director of Sanctions and Outcomes (DSO). The DSO (and/or their delegate) is responsible for making decision with respect to the appropriateness, nature and ultimate imposition of

Provisional Measures in accordance with this Policy and other applicable Policies and Procedures.

In exercising their duties under this Policy, the OSIC and the DSO may request documents, materials, and/or other information from any source, and perform consultation and/or further review at their discretion. All persons and organizations subject to this Policy are expected to cooperate in good faith (or, as applicable, encourage staff and constituents to cooperate in good faith), including, without limitation, by providing to the OSIC and/or the DSO (as applicable), in a timely manner, all relevant documents, materials and/or other requested information, subject to applicable laws.

4. PROCEDURE

a. Types of Provisional Measures

Provisional Measures applicable in accordance with this Policy may pertain to one or multiple types of measures listed in the Table 1 below.

Table 1.

Types of Provisional Measure(s)	Parameters	Examples
Participation Restriction(s)		
Eligibility Restriction(s)	Prohibition(s) on some types of participation while allowing participation in other capacities under strict conditions.	Temporary restriction on coaching a specific age group. Temporary prohibition on officiating, with other forms of participation unaffected, subject to other conditions imposed.
Eligibility Condition(s)	New, limited or changed tasks; training required for modified tasks, communications.	Completion of designated training courses prior to resumption of participation.
Suspension	Full provisional prohibition on participation in sport in any capacity.	
Prohibition(s) or Variation(s) on:		
Contact	Extent of limits: Who; When; How; Where	Prohibited from attending a training facility while the

		<p>Complainant is there.</p> <p>No contact outside of training and/or competition with a party or with a category of participants.</p> <p>Remote contact only.</p>
Lodging	Restrictions and directives on lodging arrangements	<p>Prohibited from staying in the same hotel as a team.</p> <p>Restriction on use of common areas in hotel.</p>
Travel	Where; when; with whom; how	<p>Prohibited from traveling with the team.</p> <p>Restrictions regarding seating arrangements during travel.</p>
Communications	Form; Scope; Timing; Who; Restriction or directive	<p>Communication limited to written communication only.</p> <p>Correspondence must be copied to third party.</p>
Activities	Type of activity; With certain people; Timing; Where	<p>No longer permitted to train in a specific venue.</p> <p>No participation in social events outside of training and competition.</p>
Authority	Limits on power or decision-making authority; Over what and who	<p>Removal from team selection process.</p> <p>Requirement to abstain from decisions relating to a particular individual.</p>
Monitoring		
Addition of third-party/observer	Supervision, monitoring or observation; Adding resources to provide more choice to participants	<p>Assigning extra coach.</p> <p>Requirement to respect Rule of Two.</p>
Surveillance	Ensuring safe atmosphere through a form of oversight	Video surveillance of given site

Check-ins	Status checks with potentially impacted parties; Reporting obligations	Obligation to have weekly status meetings with supervisor. Random site inspection visits.
Other appropriate provisional measure(s)	<i>Based on the unique circumstances of each case</i>	<i>As appropriate</i>

In addition to the types of Provisional Measures listed in Table 1 above, positive support measures listed in Table 2 may be recommended and/or imposed in accordance with this Policy:

Table 2.

Positive Support Measure(s)	Parameters	Examples
Provision of Sport Organization resource	Mental Health; Support systems already in place or lack thereof; Resources to reduce negative impact and improve comfort/safety	Assigning a new coach to an athlete. Access to counselling. Access to “safe space”.
Facilitation of adjustments needed within the Sport Organization in response to Provisional Measure(s)	Other remedial steps to improve the comfort and safety of all impacted persons	Training. Mediation. Mentoring.

b. Considerations and Factors for Recommendation & Imposition of Provisional Measures

In accordance with Section 7.1 of the UCCMS, the OSIC and/or the DSO, in accordance with their respective responsibilities under this Policy, shall give consideration to and shall weigh the following factors regarding the application and/or imposition of Provisional Measures:

- i. urgency, (e.g. irreparable harm which is neither remote nor speculative, but actual and imminent);
- ii. the potential impact on public confidence in the Abuse-Free Sport program;
- iii. proportionality of the Provisional Measure(s);
- iv. the severity of the allegations;
- v. the facts and circumstances of the Complaint;
- vi. the safety and well-being of participants and the sport community;
- vii. potential risks and prejudice from action and inaction, with safety being paramount; and
- viii. the best interest of sport and those who participate in it, including the views of the Impacted Persons.

c. Process, Communication and Duration

If and when deemed warranted pursuant to the considerations and process outlined in this Policy, the OSIC will provide relevant information and/or where appropriate, a recommendation regarding the application of Provisional Measure(s) to the DSO. The OSIC may collect further information and/or inform relevant persons that they have shared information regarding the application of Provisional Measure(s) to the DSO.

The DSO will receive, review, consider and/or seek further information from the OSIC and/or other relevant parties and decide to:

- i. impose Provisional Measure(s);
- ii. decline to impose Provisional Measure(s);
- iii. substitute any Provisional Measure(s) as deemed appropriate by the DSO; and/or
- iv. take such other action(s) as deemed appropriate in accordance with the relevant Policies and Procedures.

Each of the Complainant, Respondent and Program Signatory will be informed in a timely manner, in writing and with appropriate level of detail of any decision report to impose Provisional Measures. The DSO will simultaneously provide a copy of its decision report regarding Provisional Measure(s) to the OSIC. The DSO may, in its sole discretion, communicate its decision and report regarding Provisional Measures, and/or elements contained within, with any Impacted Person and/or other impacted sport organization or person.

The OSIC and the DSO may also further communicate with any party regarding Provisional Measure(s), as necessary, including with respect to any subsequent changes to Provisional Measure(s). In particular, a Program Signatory or other impacted sport organization who has a legitimate concern with the implementation feasibility of a decision of the DSO pursuant to this Policy should raise their concern directly with the DSO immediately upon being informed of the decision. The DSO will review such concern, and, as it deems appropriate, address it in accordance with this Policy and other applicable Policies and Procedures. For clarity, the DSO is not required to vary the imposed Provisional Measure(s) on account of an implementation concern being raised.

If and when deemed warranted pursuant to the considerations and process outlined in this Policy, the OSIC may provide new information regarding the application of Provisional Measure(s) to the DSO, in writing. The OSIC may inform relevant persons that they have shared new relevant information regarding the application of Provisional Measure(s) to the DSO.

The DSO may also collect or receive information and/or unilaterally suspend, terminate, and amend the Provisional Measure(s) at any time, having regard to this Policy.

Provisional Measure(s) may be recommended, reviewed and/or imposed at any stage of the Complaint Management Process, including, without limitation, as part of any Preliminary Assessment, Investigation, mediation, arbitration, and/or after the receipt of investigative

findings as part of the Complaint Management Process, but prior to the issuance of a final report on violations and sanctions.

d. Implementation of Imposed Provisional Measures

Any party subject to, or with knowledge of any imposed Provisional Measure(s), including a Complainant, Respondent, Program Signatory or other sport organization is responsible to abide by and respect the Provisional Measure(s), and/or not knowingly frustrate the implementation of the Provisional Measure(s), as applicable.

Program Signatories are primarily responsible for the implementation of any Provisional Measure(s) imposed by the DSO with its relevant participants and within its program, environment, activities and jurisdiction, in accordance with this Policy.

A Program Signatory may also:

- i. implement and enforce any necessary temporary safeguarding measures pursuant to any policy or procedure over which it has the jurisdiction to administer, pending a decision by the DSO to impose Provisional Measure(s);
- ii. implement any positive support measure, including those described in Table 2 of Section 4.a. of this Policy that may be considered necessary by the Program Signatory or other impacted sport organization, in addition to any Provisional Measure(s) imposed by the DSO; and
- iii. once a decision has been rendered by the DSO as to Provisional Measures, implement and enforce such DSO-imposed Provisional Measures as well as any other measures, **with the exception of suspension**, deemed to be appropriate or warranted pursuant to any policy or procedure over which the Program Signatory has jurisdiction, giving regard to this Policy and its role and responsibilities in the Abuse-Free Sport program. For clarity, in no event shall the measures implemented by the Program Signatory be in conflict with, or frustrate the Provisional Measure(s) imposed by the DSO. Employment law considerations may co-exist and need to be considered by the relevant Program Signatory, where relevant.

The DSO and/or other Abuse-Free Sport agents may direct a Program Signatory or other impacted sport organization with respect to communication concerning the implementation or enforcement of Provisional Measure(s), as appropriate. Unless instructed otherwise, a Signatory Organization should only disclose or share a DSO's report on Provisional Measure(s) or the existence of Provisional Measure(s) to the extent required to implement and/or enforce the Provisional Measures, which should be done in respect of the Abuse-Free Sport Confidentiality Policy as a priority and as narrowly as possible.

e. Enforcement

Once imposed by the DSO, Provisional Measure(s) shall be binding, and shall remain in full force and effect for as long as indicated in the DSO's written report regarding such Provisional Measures, including, but not limited to: until the conclusion of the Complaint Management

Process, unless varied by the DSO and/or suspended by virtue of a challenge to the Safeguarding Tribunal in accordance with Section 4(I), below. Provisional Measure(s) continue to be in effect irrespective of any ongoing challenge or dispute related to Provisional Measure(s), a Complaint or other proceeding.

f. Concerns Regarding Breach of this Policy

Any person who has a concern or wishes to raise an alleged breach of this Policy by any other person subject to this Policy should promptly advise the OSIC of their concern or alleged breach, and may also advise the DSO.

Without limiting any other remedies that may be available, a breach of this Policy by an applicable UCCMS Participant may be raised to the OSIC as a Complaint or Report (new or existing) in accordance with applicable Policies and Procedures.

e. Potential Consequences of Breach

A breach of this Policy may constitute a violation of the UCCMS, including, without limitation, Interference with or Manipulation of Process, or be considered an aggravating circumstance for the purposes of sanctioning considerations under the UCCMS.

In any event, an alleged breach of this Policy by any person subject to this Policy may be addressed and/or investigated as part of the Complaint Management Process, and specific findings of facts and/or conclusions regarding the alleged breach may be stated in the context of any applicable investigation report and/or ultimate decision of the DSO, and may result in further measures being taken in accordance with applicable Policies and Procedures. An alleged breach of obligations set forth in this Policy by a Program Signatory may be addressed pursuant to the terms of the relevant Abuse-Free Sport service agreement.

In addition to the above, failure to comply with Provisional Measure(s) by a Respondent subject to any such Provisional Measures, while in effect, may result in the following:

- i. further information and/or recommendation being communicated by the OSIC to the DSO and/or imposed by the DSO, until such time as compliance occurs;
- ii. the consideration of non-compliance as a relevant factor when making any final determination on sanction(s) pursuant to Section 7.4 of the UCCMS or any other applicable Policy or Procedure;
- iii. if applicable, the recommendation of and imposition of "On Hold" status in accordance with the [Abuse-Free Sport Policy Regarding "On Hold" Participant Status](#);
- iv. the expansion of the scope of an ongoing investigation to include allegations of failure to comply with Provisional Measure(s);
- v. a finding of a separate violation of Section 5.13.1(d) of the UCCMS, where applicable.

g. Challenge

A Respondent may challenge a decision made by the DSO pursuant to this Policy, including, in particular, the decision to impose Provisional Measure(s) or the scope of the Provisional

Measure(s) imposed, in accordance with Section 8 of the [Canadian Sport Dispute Resolution Code](#).

h. Abuse-Free Sport Registry

Provisional Measures imposed by the DSO will be added and maintained on the Registry by the OSIC, subject to applicable terms and conditions of the Registry and other applicable Policies and Procedures. Information regarding Provisional Measures may be accessible publicly, as and when applicable pursuant to the OSIC's Policies and Procedures.

5. RECORD KEEPING & CONFIDENTIALITY

Records regarding all Provisional Measure(s) assessed or accessed by the OSIC and/or the DSO, including further information received following an information request by the OSIC and/or the DSO, will be maintained by the OSIC and/or the DSO, as applicable. All records will be kept confidential and will not be disclosed unless necessary to examine, address and/or administer the Complaint, the Complaint Management Process, Provisional Measures and/or take other action in accordance with this Policy and other applicable Policies & Procedures.

6. REVIEW

This Policy may be amended and updated from time to time by Abuse-Free Sport.

This Policy shall be applied and interpreted by the OSIC and/or DSO in its reasonable discretion.

Appendix I

Inventory of Abuse-Free Sport Definitions

Term	Definition
Abuse-Free Sport <i>Sport Sans Abus</i>	Means the program created by the Sport Dispute Resolution Centre of Canada ("SDRCC") according to the mandate it received from the Government of Canada, for preventing and addressing maltreatment in sport. SDRCC is a non-for-profit organization created under the Physical Activity and Sport Act (S.C. 2003, c.2). It comprises in particular but without limitations, the independent functions of the OSIC, DSO and Safeguarding Tribunal.
Abuse-Free Sport Participant <i>Participant de Sport Sans Abus</i>	Means a person who is under the jurisdiction of Abuse-Free Sport, pursuant to any applicable Abuse-Free Sport Participant Consent Form.
Abuse-Free Sport Participant Consent Form <i>Formulaire de consentement du Participant de Sport Sans Abus</i>	Means the consent terms and conditions regarding the administration and enforcement of the UCCMS for Abuse-Free Sport Participants as provided under Abuse-Free Sport, in force at any time.
Agent <i>Agent</i>	Means the relevant function, agents, designates, representatives and/or delegates of Abuse-Free Sport, pursuant to the applicable Policies and Procedures.
Applicable Information <i>Renseignements visés</i>	Means the type of information considered subject to the Policy regarding Confidentiality of the Complaint Management Process.
Code <i>Code</i>	Means the Canadian Sport Dispute Resolution Code, which is the set of procedural rules governing the resolution of sports-related disputes under the authority of the SDRCC, including the specific rules of the Safeguarding Tribunal.
Complainant <i>Plaignant</i>	Means the person who files a Complaint.
Complaint <i>Plainte</i>	Means a duly completed and submitted complaint intake form, the receipt by the OSIC of information expressly deemed by the OSIC to constitute a Complaint, or a Complaint initiated by the OSIC in accordance with the Policies and Procedures, in each case regarding an alleged violation of the UCCMS.
Complaint Management Process <i>Processus de traitement des plaintes</i>	Means the process administered under Abuse-Free Sport to address alleged Prohibited Behaviour under the UCCMS, in accordance with the applicable Policies and Procedures.

DSO DSR	<p>Means the office of the Director of Sanctions and Outcomes, an independent function of Abuse-Free Sport that is responsible for making decisions regarding Provisional Measures and violations of the UCCMS, imposing sanctions where relevant, appearing before the Safeguarding Tribunal or the Appeal Tribunal when decisions are challenged, and reviewing and approving mediated outcomes to ensure that they align with the objectives of the Abuse-Free Sport program. It reports to the Maltreatment in Sport Sanctions Council and includes the Deputy Director of Sanctions and Outcomes and their delegates.</p>
Identified Complaint <i>Plainte identifiée</i>	<p>Means a Complaint that is admissible pursuant to applicable Policies and Procedures, or which is inadmissible due to the Abuse-Free Sport Participant status of the Identified Respondent but would otherwise be admissible.</p>
Identified Respondent <i>Intimé identifié</i>	<p>Means an individual accused of alleged violation(s) of the UCCMS in a Complaint, which individual is either (i) not an Abuse-Free Sport Participant for purposes of administering the relevant Identified Complaint, or (ii) is an Abuse-Free Sport Participant, but is not currently involved in activities/programs of a Program Signatory and/or is not partaking in the Complaint Management Process for an Identified Complaint.</p>
Impacted Person <i>Personne affectée</i>	<p>Means a person having experienced the alleged Prohibited Behaviour.</p>
Interested Party <i>Partie intéressée</i>	<p>Means a person having acted as Complainant and/or having directly experienced the alleged Prohibited Behaviour under the UCCMS, and identified by the OSIC as an Interested Party in accordance with relevant Abuse-Free Sport Policies and Procedures. Pursuant to the UCCMS and relevant Policies and Procedures and for the purposes of the Code, the Agent shall take into consideration the following factors in identifying who may be an Interested Party:</p> <ul style="list-style-type: none"> • the person’s standing in the context of the Complaint Management Process (i.e., is the individual a party or Impacted Person in connection with a Complaint or the parent or guardian of a party or Impacted Person in connection with a Complaint); • the extent to which the person has engaged in the Complaint Management Process; • the person’s consent to the application of the Abuse-Free Sport Confidentiality Policy to the Complaint Management Process; • the facts and circumstances of the matter; and/or • the best interests of sport and those who participate in it, including the views of the Impacted Person(s), when feasible.
Independent Investigator <i>Enquêteur indépendant</i>	<p>Means the professional responsible for conducting the Investigation in respect of a Complaint in accordance with the terms of the Policies and Procedures and the professional obligations of the Independent Investigator.</p>
Investigation Report <i>Rapport d’enquête</i>	<p>Means the written report issued in accordance with the OSIC Guidelines Regarding Investigation of Complaints.</p>
Initial Review	<p>Means the initial review by the OSIC upon receipt of a Complaint or Report, in accordance with the applicable Policies and Procedures.</p>

Examen préliminaire	
Investigation <i>Enquête</i>	Means the independent investigation of a Complaint, initiated by the OSIC in accordance with the applicable Policies and Procedures.
Minor <i>Mineur</i>	For the purpose of the UCCMS, an individual who is under the age of 19 years old.
Mediator <i>Médiateur</i>	Means an independent mediator duly assigned by the Safeguarding Tribunal to a Complaint mediation process.
“On Hold” Participant Status <i>Statut de participant « en suspens »</i>	Means the “on hold” sport participation status of an Identified Respondent applied according to the process defined under the Policy Regarding “On Hold” Participant Status.
OSIC <i>BCIS</i>	Means the Office of the Sport Integrity Commissioner, an independent function under Abuse-Free Sport responsible for administering the UCCMS pursuant to the applicable Policies and Procedures.
Past Event <i>Événement passé</i>	Means an allegation of an event that occurred entirely prior to a Respondent becoming an Abuse-Free Sport Participant.
Policies and Procedures <i>Politiques et procédures</i>	Means the UCCMS, this Policy, applicable directives, policies and procedures of the OSIC and Abuse-Free Sport Program, applicable sections of the Code, and applicable law.
Preliminary Assessment <i>Évaluation préliminaire</i>	Means the assessment by the OSIC of admissibility, jurisdiction and other related considerations in relation to a Complaint or a Report, in accordance with the applicable Policies and Procedures.
Program Signatory(ies) <i>Signataire(s) du programme</i>	Means the applicable Abuse-Free Sport Program Signatory organization(s) that have entered into an agreement with the SDRCC for purposes of the Abuse-Free Sport program.
Prohibited Behaviour <i>Comportement prohibé</i>	Means conduct defined as Prohibited Behaviour in the UCCMS, as amended from time to time.
Provisional Measures <i>Mesures provisoires</i>	Means any provisional and/or temporary measures that may be imposed by the DSO in accordance with the UCCMS, and according to the process defined in the Abuse-Free Sport Policy Regarding Provisional Measures. Provisional measures are not Sanctions (as defined in the UCCMS). Provisional Measures seek to preserve parties’ rights, both substantive and procedural, pending the final resolution of the Complaint process.
Registry <i>Registre</i>	Means the registry of individuals whose eligibility to participate in sport has in

	some way been restricted, that is maintained by the OSIC for purposes of carrying out the objectives of the UCCMS and the Abuse-Free Sport program, in accordance with applicable law.
Report <i>Signalement</i>	Means a duly completed and submitted report intake form, the receipt by the OSIC of information expressly deemed by the OSIC to constitute a Report, or a Report initiated by the OSIC in accordance with the Policies and Procedures, in each case regarding an alleged violation of the UCCMS.
Reporter <i>Auteur(e) d'un Signalement</i>	Means the person who files a Report.
Respondent <i>Intimé</i>	Means the individual(s) accused of alleged violation(s) of the UCCMS in a Complaint/Report.
Safeguarding Tribunal <i>Tribunal de protection</i>	Means the specialized division of the Dispute Resolution Secretariat of the SDRCC that provides dispute resolution services by independent professionals qualified as mediators and/or arbitrators for matters related to the Abuse-Free Sport program and/or other matters related to the UCCMS.
SDRCC <i>CRDSC</i>	Means the Sport Dispute Resolution Centre of Canada
Sport Environment Assessment (SEA) <i>Évaluation du milieu sportif (EMS)</i>	Means an independent assessment of a sport environment initiated and/or commissioned by the OSIC in accordance with the applicable Policies and Procedures.
UCCMS <i>CCUMS</i>	Means the Universal Code of Conduct to Prevent and Address Maltreatment in Sport, as updated from time to time.