

Executive Summary of the Signatory Agreement

Introduction

The 'Signatory Agreement' (the "**Agreement**") is a contract between the Sport Dispute Resolution Centre of Canada (the "**SDRCC**") and the Program Signatory. The Program Signatory refers to any Canadian sport organization having engaged the SDRCC's services in respect of the implementation of a safe sport framework. This summary outlines the main terms of engagement and offers a high-level overview of important terms and the key obligations of the parties.

Term of the Agreement

The Agreement is for a **fixed term of twelve months**, starting on a date which is mutually agreed upon by the parties. The Agreement can be renewed by mutual agreement.

Obligations of the SDRCC

Under the Agreement, the SDRCC agrees to provide an array of services to the Program Signatory in both English and French. These services include:

- Access to the Canadian Sport Helpline - a free, anonymous, confidential and independent service which assists persons by offering information and access to relevant resources;
- Wellness services and legal aid services for admissible individuals;
- An accessible online complaint filing platform;
- The services of the Office of the Sport Integrity Commissioner (the "**OSIC**"), including the intake and review of complaints and other complaint management services;
- Investigation services for admissible complaints to be provided by independent and qualified investigators, and the management of these investigation services by the OSIC;
- The professional services of the Director of Sanctions and Outcomes (the "**DSO**"), including the imposition of sanctions, the imposition of provisional measures, and to the extent needed, the appearance and making of representations before the Safeguarding Tribunal and Appeal Tribunal;
- Dispute resolution services, including arbitration, mediation, informal resolution processes, and case management to be provided by the SDRCC's Dispute Resolution Secretariat in applicable circumstances;
- The maintenance of a registry, to be administered by the OSIC, which may include, among other elements, the name of participants who have been sanctioned, the nature of disciplinary action taken, in accordance with applicable laws;
- Guidance from the Resource Centre on prevention of maltreatment and on education.

Obligations of the Program Signatory

Under the Agreement, the Program Signatory agrees to use the services of the SDRCC as described above and is accordingly responsible for:

- The adoption of the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (the "**UCCMS**") and ensuring that all other internal policies and procedures are consistent with the UCCMS;

- Obtaining the consent of persons affiliated with the Program Signatory (“**UCCMS Participants**”) so that all UCCMS Participants become subject to the UCCMS and its administration and enforcement processes;
- Referring all applicable UCCMS-related matters concerning UCCMS Participants to the OSIC so that they may be administered by the OSIC and addressed in accordance with the OSIC complaint management process;
- Sharing information regarding existing sanctions imposed by the Program Signatory or any other organization to the OSIC;
- Providing periodic UCCMS-compliant training opportunities and tracking the completion of these training activities;
- Full cooperation in good faith with the OSIC and its designated representatives as part of any process related to the administration and enforcement of the UCCMS;
- Ensuring that any sanctions or measures which are imposed by the DSO, Safeguarding Tribunal or the Appeal panel, are implemented, respected, and adhered to;
- Reporting back to the OSIC on any requirement or recommendation imposed or formulated by the DSO or the OSIC;

Financial Terms

Each Program Signatory determines who qualifies as a UCCMS Participant. In principle, the Agreement can cover participants ranging from the national level through the grassroots level. Accordingly, the financial terms of the Agreement will vary between different Program Signatories and may depend on several factors, including the number of UCCMS Participants under the purview of the Program Signatory, complaint history, and other risk factors. Appendix A of the Agreement sets out these terms and reflects the negotiated and customized approach of each Program Signatory.

Other Terms

The Agreement also sets out obligations regarding, among other elements, confidentiality, liability, indemnity, and insurance. It expands on the financial terms described above and sets out several pertinent definitions. For the purposes of this summary, these elements will not be discussed.

Conclusion

The Agreement sets out the roles, responsibilities and obligations of both the SDRCC and the Program Signatory. In brief, the Program Signatory engages and agrees to use the services of the SDRCC, including without limitation, the OSIC’s complaint management process and other dispute resolution services. The intended effect of this Agreement is that any UCCMS-related incident or complaint is reported to and administered by the OSIC - a functionally independent entity equipped to investigate allegations of wrongdoing. In support of this overarching objective, the Agreement also sets out a range of additional services including support services and dispute resolution mechanisms, as described above.