



**ONTARIO
SOCCER**
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Managing Risk Policies and Guides

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Definitions Disclaimer

All definitions related to any of the policies outlined in this document can be found in [Section 1: Policy Document](#).



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ACCESSIBILITIES FOR ONTARIANS WITH DISABILITIES ACT POLICY

1.0 General

- 1.1** Ontario Soccer strives at all times to provide its goods and services in a way that respects the dignity and independence of people with disabilities. Ontario Soccer is also committed to giving people with disabilities the same opportunity to access our goods and service by allowing them to benefit from the same services, in the same place and in a similar way as other customers
- 1.2** Ontario Soccer is committed to excellence in serving all customers including people with disabilities and we will carry out our functions and responsibilities in the following areas:
- a. Communication - The establishment of policies, procedures and practices of goods and services from Ontario Soccer to persons with disabilities
 - b. The use of Service Animals, Support Persons and Assistive Devices by Persons with Disabilities
 - c. Notice of Temporary Disruptions in Services and Facilities
 - d. Staff Training
 - e. Customer Service Feedback
 - f. Notice of Availability of Documents
- 1.3** It is the policy of Ontario Soccer that its working environment as well as its soccer facility environment operate free from discrimination.
- 1.4** This policy shall apply to every person who deals with members of the public or other third parties on behalf of Ontario Soccer whether the person does so as an employee, agent, volunteer or otherwise. Failure to comply with this policy may result in disciplinary action up to and including termination.

2.0 Understanding Disability and the AODA, 2005

- 2.1** The Accessibility for Ontarians with Disabilities Act, 2005 (AODA) which applies to both the public and private sector is Provincial Legislation with the purpose of developing, implementing and enforcing mandatory accessibility standards in order to comply with such standards for accessibility with respect to goods, services, facilities, accommodation, employment, buildings, structures and premises by 2025.

Ontario Regulation 429/07 "Accessibility Standards for Customer Service" states that organizations in Ontario must comply with the standards and provide their goods and services in accessible ways to people with disabilities.

3.0 Communication

- 3.1** Ontario Soccer will communicate with people with disabilities in ways that take into consideration their disabilities. Staff will be trained on how to interact and communicate with people with various types of disabilities.
- 3.2** We are committed to providing fully accessible telephone service to our customers. Staff will be trained to communicate with customers over the telephone in clear and plain language and



to speak clearly and slowly. We will offer to communicate with customers by another method, such as email, if telephone communication is not suitable to their communication needs or is not available.

- 3.3 Customers will be offered alternative communication formats that will meet their needs in a reasonable manner. They will be offered in ways that fully maintain independence, dignity and equality.
- 3.4 Information and documents will be available to customers in alternative formats to meet their needs.

4.0 Assistive Devices

- 4.1 Ontario Soccer is committed to serving persons with disabilities who use assistive devices to obtain, use or benefit from the organization's goods and services. Ontario Soccer will ensure that staff is trained and familiar with various assistive devices that may be used by customers with disabilities while accessing our goods and services.
- 4.2 Assistive devices will be permitted and may be used by persons with disabilities when participating or benefitting from the goods and services pertaining to Ontario Soccer and The Soccer Centre.
- 4.3 Assistive devices may not be permitted if the use of the device poses risk to the health and safety of the person using the device or to others using the goods and services of the organization.
- 4.4 We currently provide some of the following types of assistive devices at our facilities:
 - a. Wheelchair ramps
 - b. Wheelchair accessible public washrooms and change rooms
 - c. Elevator access
 - d. Text Telephones (TTY)
 - e. Written documents/policies

5.0 Service Animals and Support Persons

- 5.1 Ontario Soccer is committed to welcoming people with disabilities who are accompanied by a service animal and/or a support person.
- 5.2 Service Animals will be permitted entry for use by persons with disabilities to Ontario Soccer in all areas except for those prohibited by law such as where food is being prepared, stored or sold.
- 5.3 Ontario Soccer will ensure that all staff, volunteers and others dealing with the public are properly trained in how to interact with people with disabilities who are accompanied by a service animal.
- 5.4 When a service animal is unruly or disruptive (jumping on people, biting, or other harmful behaviour) an employee may ask the person with a disability to remove the animal from the area or refuse access to good and services. Other reasonable arrangement to provide goods and services shall be explored with the assistance of the person with a disability.



- 5.5** Support persons for people with disabilities are allowed to enter Ontario Soccer's premises . At no time will a person with a disability who is accompanied by a support person be prevented from having access to his or her support person while on our premises.
- 5.6** Fees will not be charged for support persons for admission to Ontario Soccer's premises. Customers will be informed of this by a notice that will be posted at Ontario Soccer's premises and on the organization's website.

6.0 Notice Of Temporary Disruption

- 6.1** In the event of a planned or unexpected disruption in the facilities and services of Ontario Soccer, notice will be delivered in mass forms of communication which will include all available information concerning the disruption: reason, duration, alternate services and facilities available, as well as any other appropriate measures needed to be delivered to those affected.
- 6.2** Notice of the disruption will also be placed at all public entrances and service counters on our premises, as well as on Ontario Soccer's website.

7.0 Training For Staff

- 7.1** Ontario Soccer will provide professional and appropriate training to all employees, volunteers and others who deal with the public or other third parties on their behalf, as well as those who are involved in the development and approvals of customer service policies, practices and procedures.
- 7.2** AODA Customer Service training will be a requirement to employment with Ontario Soccer in order to uphold the quality of customer service of the organization.
- 7.3** On-going training will be mandatory for all existing staff where applicable in order to stay abreast of all segments of the AODA as they change and/or develop.
- 7.4** Training will be providing in a group setting and will include:
- a. The purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standards
 - b. How to interact and communicate with people with various types of disabilities
 - c. How to interact with people with disabilities who use an assistive device or require the assistance of a service animal or support person
 - d. How to assist and/or use assistive devices in order to help with the provision of goods and services to people with disabilities
 - e. What to do if a person with a disability is having difficulty in accessing the organization's goods and services
 - f. Policies, Practices and Procedures relating to customer service standards



CODE OF CONDUCT AND THE PROCESS FOR FILING A COMPLAINT

This Code has been prepared by Ontario Soccer and this Code is applicable to Ontario Soccer and its Affiliate Organizations. This document cannot be modified by any Affiliate Organization without consultation and approval from Ontario Soccer.

NOTE: At any time during the processing of a complaint by any case manager, abuse will not be tolerated. The perpetrator of the abuse may/will be subject to discipline depending on the severity of the actions.

Purpose

1. The purpose of this *Code* is to ensure a safe and positive environment within the *Organization's* programs, activities, and events by ensuring Individuals are aware that there is an expectation, at all times, of appropriate behaviour. The *Organization* supports equal opportunity, prohibits discriminatory practices, and is committed to providing an environment in which all individuals are treated with respect and fairness.

Guiding Principles:

- a. Protecting individuals by providing them a safe and trusted environment for all stages and at all levels, including local, regional, provincial, or international activities.
- b. Balancing principles of natural justice such as the right to be heard and the right to an impartial hearing and decision, with procedural efficiency, striving to uphold fairness and impartiality without overburdening the parties or overcomplicating the process.
- c. Adopting a trauma-informed approach when engaging complainants and minimizing stress for the parties.
- d. Contributing to the improvement of the amateur sports environment by addressing complaints promptly and decisively, in order to halt harmful behaviours and restore a safe and respectful environment.

Scope

2. **The scope of this Code includes but is not limited to the following:**
 - i. Misconduct of a Non-Sexual Nature
 - ii. Team Selection (player and coach) playing time, Coaching Approach/Tone
 - iii. Fair Play, Game Officiating
 - iv. Fees, Board Selection, Governance and Dispute, Other

Application

3. This *Code* applies to an Individuals' conduct during the *Organization's* business, activities, and events including, but not limited to, competitions, tournaments, practices, tryouts, training camps, travel associated with the *Organization's* activities, meetings of the *Organization's* Board, and any other meetings of the *Organization*.
4. This *Code* also applies to Individuals' conduct outside of the *Organization's* business, activities, and events when such conduct adversely affects relationships within the *Organization* (and its work and sport environment) or is detrimental to the image and reputation of the *Organization*. Such applicability will be determined by the *Organization* at its sole discretion.



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5. An Individual who violates this *Code* may be subject to a formal complaint, a discipline process and/or the imposition of sanctions, pursuant to this *Code*.
6. This *Code* does not prevent immediate discipline or sanction from being applied as reasonably required. Further discipline may be applied according to this *Code*. Any infractions or complaints occurring within competition will be dealt with by the procedures specific to the competition, if applicable.
7. The conduct provisions of this *Code* apply to staff and employees of the *Organization*. However, the procedures for discipline and the sanctions described in the *Code* do not apply, unless otherwise provided for in this *Code*. Conduct complaints about staff or employees should be submitted to the individual's supervisor and will be addressed per the *Organization's* policies for human resources and/or the individual's employee/contractor agreement.
8. The *Organization's* staff and employees may submit complaints under this *Code*. Complaints submitted against the worker's supervisor (whether the supervisor is another employee or a Director) will be addressed i) when submitted against an employee's supervisor, per the *Organization's* policies for human resources, and ii) when submitted against a Director, per the procedures described in this *Code*. In both cases, the individual may submit an anonymous complaint and the *Organization* pledges to engage external assistance handling the complaint and will protect the individual from reprisal.
9. Notwithstanding Sections 8 and 9 above, and for the purpose of managing a complaint filed against a staff or an employee, the *Organization* may unilaterally decide to administer the complaint under the procedures described in this *Code* rather than the *Organization's* policies of human resources or their individual employee/contractor agreement.

Jurisdiction

10. For the purposes of this Policy the designated Third-Party Complaints Management Provider has exclusive jurisdiction over UCCMS complaints.
11. Organizational jurisdiction of complaints within Ontario Soccer and its *Affiliate Organizations* will be determined based upon where and when the conduct occurred, as determined by the *Organization's* Case Manager or by Ontario Soccer, at its discretion. Ontario Soccer may assume jurisdiction of a complaint being handled by an *Affiliate Organization* if, in its discretion, it believes that the *Affiliate Organization* does not have the capacity or capability to handle the complaint or that it may be in a conflict of interest. This includes the handling of a complaint where a staff or employee of the *Organization* may be involved or may be in a conflict of interest.
12. Incidents that occur in-game or that relate to Operational Procedures are addressed per the *Organization's* Discipline Policy. Incidents may not be addressed under both this *Code* and the Discipline Policy.
13. All complaints targeting parents will be sent back to Ontario Soccer. The Club is responsible for the behaviour of their parents. This does not apply to extraordinary cases, i.e. parent assaulting a



player after a game or the complaint is sexual in nature. These extraordinary cases will be managed by the Third Party Complaints Management Provider.

Responsibilities

14. Individuals have a responsibility to:

- a) Maintain the dignity and self-esteem of Individuals and other persons by:
 - i. Demonstrating respect to individuals regardless of body type, physical characteristics, athletic ability, race or perceived race, nationality, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, class, marital status, family status, religion, political belief, physical or mental disability, economic status or source of income
 - ii. Focus comments, criticism or disciplinary actions appropriately
 - iii. Demonstrate the spirit of sportsmanship, sport leadership, and ethical conduct
 - iv. Act, when appropriate, to correct or prevent practices that are unjustly discriminatory
 - v. Treat individuals fairly and reasonably
 - vi. Adhere to the *Organization's* rules and policies and the spirit of those rules and policies

- b) Refrain from any behaviour that constitutes **Harassment**, where harassment is defined as comments or conducts directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading, or malicious. Types of behaviour that constitute harassment include, but are not limited to:
 - i. Written or verbal abuse, threats, or outbursts
 - ii. The display of visual material which is offensive or which a reasonable person ought to know is offensive in the circumstances
 - iii. Racial harassment, which is racial slurs, jokes, name calling, or insulting behaviour or terminology that reinforces stereotypes or discounts abilities because of racial or ethnic origin
 - iv. Unwelcome remarks, jokes, comments, innuendo, or taunts
 - v. Leering or other suggestive or obscene gestures
 - vi. Condescending or patronizing behaviour, which is intended to undermine self-esteem, diminish performance or adversely affect working conditions
 - vii. Practical jokes which cause awkwardness or embarrassment, endanger a person's safety, or negatively affect performance
 - viii. Hazing
 - ix. Retaliation or threats of retaliation against an individual who reports harassment to the Organization
 - x. Bullying
 - xi. Offensive or intimidating communications, including social media
 - xii. Inappropriate use of social media
 - xiii. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form
 - xiv. Psychological abuse
 - xv. Discrimination
 - xvi. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, demeaning or intimidating



- xvii. Behaviours such as those described above that are not directed towards a specific individual or group but have the same effect of creating a negative or hostile environment
 - xviii. Retaliation or threats of retaliation against a person who reports harassment
- c) Refrain from any behaviour that constitutes *violence*, where *violence* is defined as the exercise of physical force, that causes or could cause physical injury; an attempt to exercise physical force that could cause physical injury; or a statement or behaviour that it is reasonable to interpret as a threat to exercise physical force. Types of behaviour that are applicable to this section include, but are not limited to:
- i. Verbal threats to attack
 - ii. Sending to or leaving threatening notes or emails
 - iii. Making threatening physical gestures
 - iv. Wielding a weapon
 - v. Hitting, pinching or unwanted touching which is not accidental
 - vi. Throwing an object
 - vii. Blocking normal movement or physical interference, with or without the use of equipment
 - viii. Any attempt to engage in the type of conduct outlined above
- d) Refrain from any behaviour that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual comments and sexual advances, requests for sexual favours, or conduct of a sexual nature. Types of behaviour that constitute sexual harassment include, but are not limited to:
- i. Sexist jokes
 - ii. Sexual violence
 - iii. Display of sexually offensive material
 - iv. Sexually degrading words used to describe a person
 - v. Inquiries or comments about a person's sex life
 - vi. Unwelcome sexual flirtations, advances, requests, invitations or propositions
 - vii. Inappropriate sexual touching, advances, suggestions or requests
 - viii. Persistent unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing
 - ix. Physical or sexual assault
- e) Abstain from the use of illegal drugs, or illegal or non-prescribed performance-enhancing drugs or methods
- f) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate or unwanted activities
- g) While acting in the capacity as either a Team Official or volunteer responsible for supervising activities and/or athletes, refrain from consuming recreational drugs, intoxicants or alcohol.
- h) Respect the property of others and not willfully cause damage
- i) Adhere to all federal, provincial, municipal and host country laws
- j) Comply, at all times, with the Organization's By-laws, policies, procedures, and rules and regulations, as adopted and amended from time to time
- k) Treat all other Individuals with respect
- l) Report to the Organization any ongoing criminal investigation, conviction, or existing bail conditions involving yourself, including, but not limited to, those for violence, child pornography, or possession, use, or sale of any illegal substance



Volunteers

15. In addition to section 11 (above) volunteers have additional responsibilities. Volunteers are a critical part of the organization and the organization's success is directly related to volunteers carrying out their assigned responsibilities. Volunteers will:

- a) Act with honesty and integrity while carrying out any assigned responsibilities
- b) Comply with both the letter and the spirit of any training or orientation provided by the Organization
- c) Take responsibility for actions and decisions. Follow reporting lines to facilitate the effective resolution of problems
- d) Prudently manage and allocate assets and resources, both financial and material
- e) Abide by applicable conflict of interest and confidentiality policies
- f) Use inoffensive language
- g) Dress professionally, neatly, and inoffensively

16. Volunteers will **not**:

- a) Exceed the authority of their assigned position
- b) Encourage athletes to consume illegal drugs, alcohol or performance-enhancing drugs
- c) Engage in a sexual relationship with a minor athlete

Team Official

17. In addition to section 11, Team Officials (i.e., coaches) have many additional responsibilities. The Team Official - athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the athlete. Team Officials must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, consciously or unconsciously. Team Officials will:

- a) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the involved athletes
- b) Prepare athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm athletes
- c) Avoid compromising the present and future health of athletes by communicating and cooperating with medical professionals in the diagnosis, treatment, and management of athletes' medical and psychological treatments
- d) Support the Team staff of a training camp, provincial team, or national team, should an athlete qualify for participation with one of these programs
- e) Provide athletes (and the parents/guardians of minor athletes) with the information necessary to be involved in the decisions that affect the athlete
- f) Act in the best interest of the athlete's development as a whole person
- g) Meet Team Official credentials required by the Organization
- h) Respect athletes playing with other teams and, in dealings with them, not encroach upon topics or actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the Team Officials who are responsible for the athletes



- i) Recognize the power inherent in the position of Team Official and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Team Officials have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights
- j) Dress professionally, neatly, and inoffensively
- k) Use inoffensive language

18. Team Officials will not:

- a) Exceed the authority of their assigned position
- b) Provide athletes with, or promote, encourage or condone the use by athletes of illegal drugs, alcohol, or performance enhancing substances or methods
- c) Engage in a sexual relationship with a minor athlete

Athletes (with the assistance of their caregivers when necessary)

19. In addition to section 11, athletes will have additional responsibilities to:

- a) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete
- b) Participate and appear on-time and be prepared to participate to their best abilities in all competitions, practices, training sessions, tryouts, tournaments, and events
- c) Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason
- d) Adhere to the Organization's rules and requirements regarding clothing and equipment
- e) Never ridicule a participant for a poor performance or practice
- f) Act in a sportsmanlike manner and not display appearances of violence, foul language, or gestures to other players, officials, coaches, or spectators
- g) Dress in a manner representative of the Organization, focusing on neatness, cleanliness, and discretion
- h) Act in accordance with the Organization's policies and procedures and, when applicable, additional rules as outlined by coaches or managers

Directors, Committee Members, and Staff of Ontario Soccer, Districts and Clubs

20. In addition to (i) Section 11 above, (ii) the Conflict of Interest Policy, and (iii) the Confidentiality Policy, the Directors, Committee Members, and Staff will have additional responsibilities to:

- a) Ensure their loyalty prioritizes the interests of the Organization
- b) Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the business and the maintenance of Individuals' confidence
- c) Ensure that financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
- d) Conduct themselves openly, professionally, lawfully and in good faith
- e) Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism
- f) Behave with decorum appropriate to both circumstance and position



- g) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws
- h) Respect the confidentiality appropriate to issues of a sensitive nature
- i) Respect the decisions of the majority and resign if unable to do so
- j) Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings
- k) Have a thorough knowledge and understanding of all governance documents

21. Directors, Committee Members and Staff will not:

- a) Exceed the authority of their assigned position
- b) Encourage anyone to consume illegal drugs, alcohol or performance-enhancing drugs
- c) Engage in a sexual relationship with a minor athlete

Match Officials

22. In addition to section 11 (above), Match Officials will have additional responsibilities to:

- a) Maintain and update their knowledge of the rules and rule changes
- b) Work within the boundaries of their position's description while supporting the work of other officials
- c) Act as an ambassador of the Organization by agreeing to enforce and abide by national and provincial rules and regulations
- d) Take ownership of actions and decisions made while officiating
- e) Respect the rights, dignity, and worth of all individuals
- f) Not publicly criticize other officials or any club or association
- g) Act openly, impartially, professionally, lawfully, and in good faith
- h) Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others
- i) Respect the confidentiality required by issues of a sensitive nature, which may include ejections, defaults, forfeits, discipline processes, appeals, and specific information or data about Individuals
- j) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform the assignor or association at the earliest possible time
- k) When writing reports, set out the true facts
- l) Dress in proper attire for officiating

23. Match Officials will not:

- a) Exceed the authority of assigned position
- b) Encourage anyone to consume illegal drugs, alcohol or performance-enhancing drugs
- c) Engage in a sexual relationship with a minor athlete

Parents/Guardians and Spectators

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

- a) Encourage athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence
- b) Condemn the use of violence in any form
- c) Never ridicule a participant for making a mistake during a performance or practice



- d) Provide positive comments that motivate and encourage participants' continued effort
- e) Respect the decisions and judgments of officials, and encourage athletes to do the same
- f) Never question an official's or staff member's judgment or honesty
- g) Support all efforts to remove verbal and physical abuse, coercion, intimidation, and sarcasm
- h) Respect and show appreciation to all competitors, and to the coaches, officials and other volunteers
- i) Not harass competitors, coaches, officials, parents/guardians, or other spectators

Affiliate Organizations

25. The Organization's Affiliate Organizations will:

- a) Adhere to all of the Organization's governing documents and, where necessary, amend their own rules to comply or align with those of the Organization
- b) Pay all required dues and fees by the prescribed deadlines
- c) Recognize that their websites, blogs and Social Media accounts may be seen as extensions of the Organization and must reflect the Organization's mission, vision and values
- d) Ensure that all Athletes and coaches participating in sanctioned competitions and events of the Organization are registered and in good standing
- e) Have well-defined hiring practices and standards in place including interviews, reference checks, and screening procedures to ensure Athletes have a healthy and safe sport environment
- f) Ensure that any possible or actual misconduct is investigated promptly and thoroughly
- g) Impose appropriate disciplinary or corrective measures when misconduct has been substantiated, regardless of the position or authority of the offender
- h) Advise the Organization immediately of any situation where a complainant has publicized a complaint in the media
- i) Provide the Organization with a copy of all decisions rendered pursuant to the organization's policies for complaints and appeals

Process for Reporting a Complaint/Violation of the Code:

Please note the 3rd party complaints service can be accessed through the Ontario Soccer [website](#). The process for filing a complaint is detailed in Appendix A & B. Complaints that do not fall within the scope of work assigned to our 3rd party will be redirected back to Ontario Soccer for review and dissemination.

- 26. Any person may report an incident or complaint alleging a breach of the Code, in writing within fourteen (14) days of the alleged incident using the 3rd party reporting mechanism detailed in Appendix A. The timeline for submitting a complaint can be waived or extended at the Case Managers discretion.
- 27. It is important to note that **Anonymous** complaints must be looked at with the utmost seriousness, like every non-anonymous complaint is submitted. With an Anonymous Complainant, the possibility to render a proposed Result where the allegations are found to be substantiated remains. However, it is important to clarify that if a valid Request for Reconsideration is filed following the Proposed Result (leading to a Final Decision-Making Panel), the Independent Third Party cannot guarantee the Complainant's anonymity for the



entirety of the process considering the necessity to hold a hearing with both parties present (excluding very exceptional cases).

28. Each Organization must identify a Case Manager to process complaints that are directed to the organization. If the organization has not identified a Case Manager, it must appoint one immediately.
29. At the Organization's discretion, the organization may act as the Complainant and initiate the complaint process under the terms of this Code. In such cases, the organization will identify an individual to represent the organization.
30. If the Case Manager is in a conflict of interest situation or at their sole discretion, the Case Manager may refer the complaint to another staff person or may appoint an external Case Manager.
31. Individuals who wish to file a complaint will submit the following:
 - a) The complaint in writing
 - b) Contact information of the complainant
 - c) Name of the Respondent
 - d) Contact information of the Respondent (if known)
 - e) Sections of the Code that the Respondent allegedly violated
 - f) Evidence that supports the complaint (including emails, videos, , etc.)
 - g) Two (2) witness statements of no more than one (one) page from each of the complainant and respondent can be submitted
 - h) Requested remedies or sanctions
32. Upon receipt of a written complaint, the Case Manager will review the submissions received as part of the complaint and will determine one or more of the following outcomes:
 - a) The complaint may not have been filed within the correct jurisdiction. The Case Manager will consult with the Organization and any potentially affected Affiliate Organizations. The Case Manager will determine whether the Organization can address the complaint. If not, the Case Manager will inform the Complainant of the correct jurisdiction for filing the complaint
 - b) The Case Manager will determine if the complaint is frivolous or vexatious. (if a complaint is deemed to be frivolous or vexatious the complainant may be subject to disciplinary action or fine).
 - c) The Case Manager will determine if a case is of such seriousness (security compromised/sexual) it may be deemed necessary to skip the Proposed Result and go directly to a the Final Decision Making Panel.
 - d) Request additional clarifying documentation from the Complainant
 - e) Request a response document from the Respondent
 - f) Appoint an Investigator to investigate the complaint, interview parties and witnesses, and prepare an Investigator's Report that will guide the Case Manager in making a decision (the Investigator's Report may be provided to the Final Decision Making Panel, if appointed, but does not replace the requirement for a hearing (if held))
 - g) Propose the use of mediation
 - h) Determine that a Proposed Result should apply. Proposed Results include:
 - i. The complaint is not substantiated, and no sanction will be imposed
 - ii. Verbal or written reprimand



- iii. Verbal or written apology
- iv. Service or other contribution
- v. Removal of certain privileges
- vi. Suspension from certain teams, events, and/or activities
- vii. Suspension from all activities for a designated period of time
- viii. Payment of the cost of repairs for property damage
- ix. Suspension of funding
- x. Expulsion
- xi. Any other sanction considered appropriate for the offense

- 33.** If multiple complaints have been submitted against the same Respondent(s), or if multiple Respondents have been named in one or more complaints, the Case Manager will take steps to handle the complaints in a single combined process. However, if any Party declines to participate in a combined process, the Case Manager must permit the Parties to submit or respond to the complaint separately.
- 34.** The Case Manager will promptly inform the Complainant and the Respondent in writing of the determination and/or Proposed Result, if any.
- 35.** When there is a successful Alternative Dispute Resolution at any point in the process, the complaint is deemed to be closed and resolved.

Request for Reconsideration

- 36.** The Complainant or the Respondent may reject the Proposed Result by submitting a Request for Reconsideration within five (5) days of receiving the Proposed Result. In the Request for Reconsideration, the Complainant or Respondent must indicate:
- a) Why they reject the Proposed Result;
 - b) The Summary of evidence that the Party intends to submit if there is a hearing; and
 - c) What result would they feel is appropriate
- 37.** Upon receiving a Request for Reconsideration, the Case Manager will notify the Parties that a Request for Reconsideration has been received and will oversee the management and administration of the complaint. This appointment is not appealable.
- 38.** If neither Party submits a Request for Reconsideration, the Proposed Result will take immediate effect. The Case Manager will write a short decision describing the effects of the Proposed Result that will be distributed to the Parties and to the Organization. This decision is not appealable.

Procedures

- 39.** The Case Manager has the following responsibilities:
- a) Announce to the Parties that they have been appointed a new Case Manager for the RfR
 - b) Propose the use of mediation or a negotiated settlement
 - c) Facilitate the exchange of written submissions between the Parties



- d) Appoint the Final Decision Making Panel
 - e) Establish timelines and ensure procedural fairness of the process
 - f) Coordinate the administrative aspects of the complaint process and provide logistical support to the Final Decision Making Panel
 - g) Distribute the decision to the complainant and respondent
- 40.** The Final Decision Making Panel shall consist of a single Arbitrator who will hear the complaint. In extraordinary circumstances, and at the discretion of the Case Manager, a Final Decision Making Panel of three persons may be appointed to hear the complaint. In this event, the Case Manager will appoint one of the Final Decision Making Panel's members to serve as the Chair. The members of the Final Decision Making Panel should be experienced with handling sport disputes and must not be in a conflict of interest.
- 41.** The Case Manager, in cooperation with the Final Decision Making Panel, will decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing may be an oral in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Final Decision Making Panel deem appropriate in the circumstances, provided that:
- a) The Parties will be given appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium
 - b) Copies of any written documents which the parties wish to have the Final Decision Making Panel consider will be provided to all Parties, through the Case Manager, in advance of the hearing
 - c) The Parties may engage a representative, advisor, or legal counsel at their own expense
 - d) The Final Decision Making Panel may request that any other individual participate and give evidence at the hearing
 - e) The Final Decision Making Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the complaint, but may exclude such evidence that is unduly repetitious, and shall place such weight on the evidence as it deems appropriate
 - f) The decision will be made by a majority vote of the Final Decision Making Panel
- 42.** If the Respondent acknowledges the facts of the incident, the Respondent may decline to participate in the hearing, in which case the Final Decision Making Panel will determine the appropriate sanction. The Final Decision Making Panel may still hold a hearing for the purpose of determining an appropriate sanction.
- 43.** Subject to the above section, the hearing will proceed in any event, even if a Party chooses not to participate in the hearing.
- 44.** In fulfilling its duties, the Final Decision Making Panel may obtain independent legal advice.

Decision



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45. After hearing and/or reviewing the matter, the Final Decision Making Panel will determine whether an infraction has occurred and, if so, the sanctions to be imposed. Within seven (7) days of the hearing's conclusion, the Final Decision Making Panel's written decision, with reasons, will be distributed by the Case Manager to all Parties, and the Organization. In extraordinary circumstances, the Final Decision Making Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the fourteen (14) day period.

Sanctions

46. The Final Decision Making Panel may apply the following disciplinary sanctions, singularly or in combination:

- a) Verbal and/or written reprimand
- b) Verbal and/or written apology
- c) Service or other contribution
- d) Removal of certain privileges
- e) Suspension from certain teams, events, and/or activities
- f) Suspension from the Organization's activities for a designated period of time
- g) Payment of the cost of repairs for property damage
- h) Suspension of funding
- i) Expulsion
- j) Any other sanction considered appropriate for the offense

47. Unless the Final Decision Making Panel decides otherwise, any disciplinary sanctions will begin immediately and will continue even if a Party initiates an appeal of the decision. Failure to comply with a sanction as determined by the Final Decision Making Panel will result in an automatic suspension from the Organization until such time as compliance occurs.

48. The Final Decision Making Panel will determine if the complaint is frivolous or vexatious. In such case, the complaint will be dismissed, and this decision is not appealable.

49. Records of all decisions will be maintained by the Organization in compliance with applicable law.

Appeals

50. Appeals may be heard as follows:

- a) An Affiliate Organization may hear appeals of a decision made by its own Final Decision Making Panel, per its applicable policies for appeals
- b) Ontario Soccer may hear appeals of a decision made by an Affiliate Organization's Final Decision Panel, either at the request of the Affiliate Organization or at its own discretion, per the Ontario Soccer *Appeals Policy*
- c) Ontario Soccer may hear appeals of a decision made by its own Final Decision Making Panel, per the Ontario Soccer *Appeals Policy*

Provisional Measures



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51. The Case Manager decides whether to impose a suspension or provisional measures to preserve the neutrality and consistency of the process. Provisional Measurers may be determined based on criteria such as the nature of the allegations, the probative value of the alleged behaviours, the severity of what is alleged and the person who is targeted by the complaint.

Criminal Convictions

52. An Individual's conviction for a *Criminal Code* offense, as determined by the Organization, will result in the immediate suspension of the Individual. The Organization will choose to either wait until the expiration of the individual's affiliation with the Organization, which will not be renewed, or will initiate a complaint process per this Code with either itself (or an Individual) acting as the Complainant. *Criminal Code* offences may include, but are not limited to:
- a) Any child pornography offences
 - b) Any sexual offences
 - c) Any offence of physical violence
 - d) Any offence of assault
 - e) Any offence involving trafficking of illegal drugs

Confidentiality

53. The discipline and complaints process is confidential and involves only the Parties, the Case Manager, the Final Decision Making Panel, and any independent advisors to the Final Decision Making Panel.
54. Once the discipline and complaints process has been initiated, none of the Parties may disclose confidential information relating to the complaint to any person not directly involved in the proceedings. After the release of the decision, the only confidential information that may be disclosed is the result of the decision and the sanction (if any).
55. The Final Decision Making Panel will consider any violations of the confidentiality section of this Code prior to making a decision. Violations of this section of the Code after the decision has been released may cause the Organization, or another Individual, to initiate a complaint process against the Party violating this section.
56. The Final Decision Making Panel may determine if there are exceptions or additional restrictions to the confidentiality section of this Code.
57. The Case Manager can sanction a confidentiality breach. The Case Manager is required to provide the offending party with notice and an opportunity to be heard before imposing any sanction for a breach of confidentiality.

Timelines

58. If the circumstances of the complaint are such that adhering to the timelines outlined by this Code will not allow a timely resolution to the complaint, the Final Decision Making Panel and/or Case Manager may direct that these timelines be revised.

Records and Distribution of Decisions

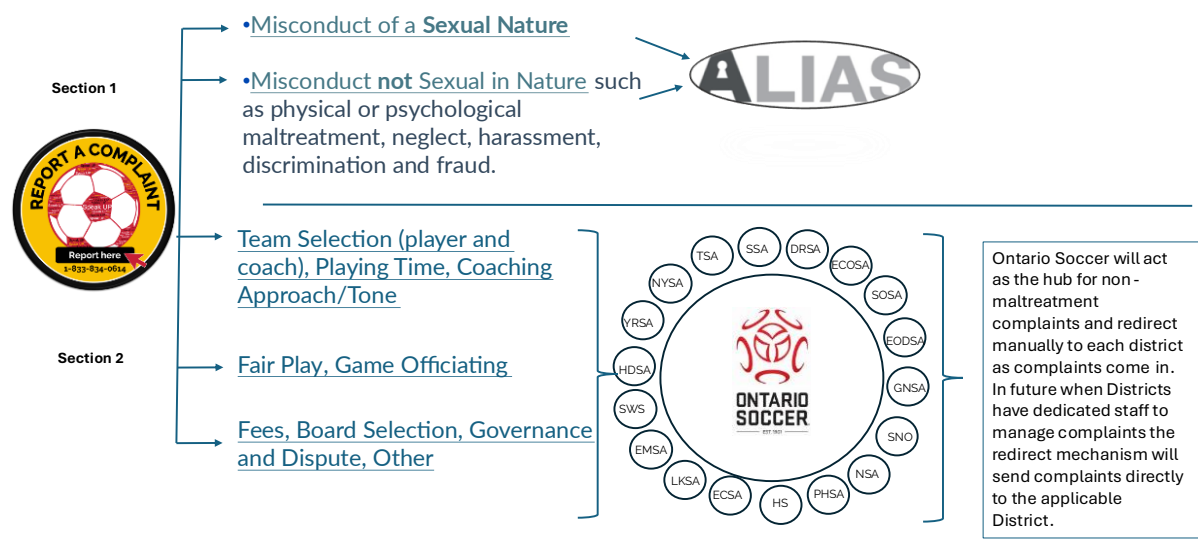


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59. The Third Party Provider is bounded by confidentiality and can only inform the parties and Ontario Soccer of the effective Proposed Results or Decisions by the Final Decision Making Panel. Ontario Soccer is required to inform other affected parties (i.e., Clubs and Districts of the decisions rendered. Other individuals or organizations, may include but are not limited to, national sport organizations, provincial sport organizations, sport clubs, etc.

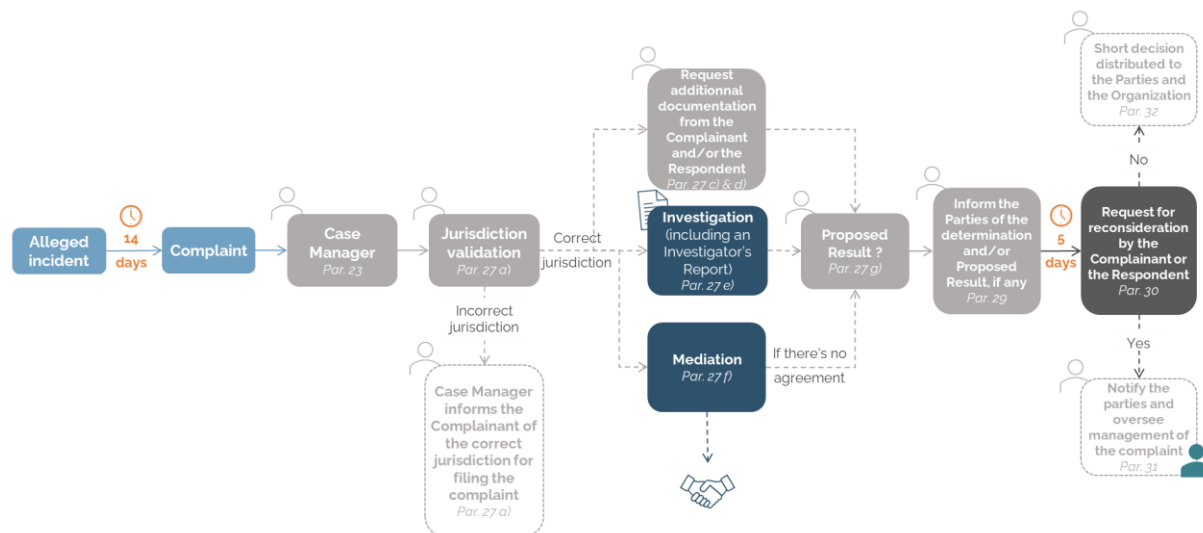
Appendix A – Jurisdiction for Complaints as per Ontario Soccer’s Code of Conduct Policy



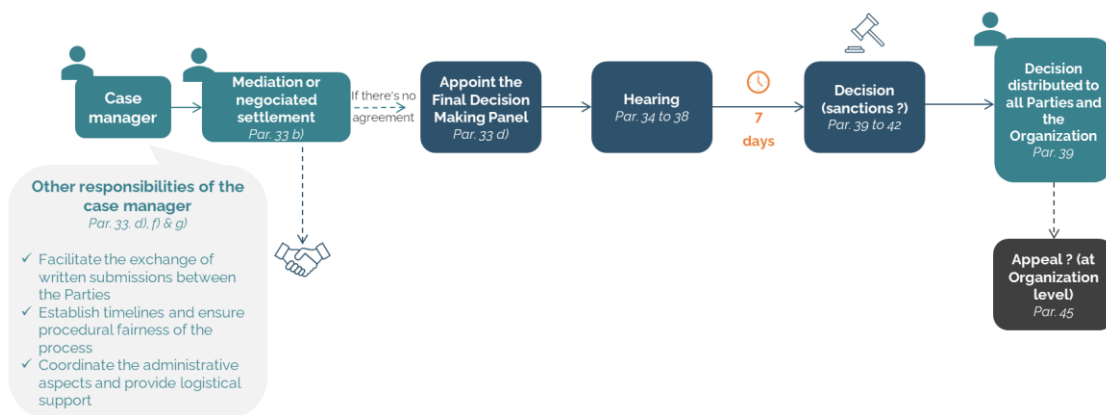
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Appendix B – Workflow for the management of Complaints under the Code of Conduct



! The Organization may determine that an alleged incident is of such seriousness as to warrant suspension of an Individual pending completion of a criminal process, the hearing, or a decision of the Final Decision Making Panel.



! The Organization may determine that an alleged incident is of such seriousness as to warrant suspension of an Individual pending completion of a criminal process, the hearing, or a decision of the Final Decision Making Panel.



CODE OF CONDUCT – BOARD OF DIRECTORS & OFFICERS

The Board of Ontario Soccer is responsible to the Membership of Ontario Soccer as defined in the Bylaws of Ontario Soccer and to provide leadership and direction. Members of Ontario Soccer Board, Members of Provincial and Regional League Boards, and Members of Board Committees, shall at all times be governed by applicable federal and provincial statutes, by the Bylaws, and by Policies adopted by Ontario Soccer for the governance and management of its affairs. These individuals shall ensure that their actions or decisions do not conflict with the published rules of Ontario Soccer, Roberts Rules of Order or the Harassment Policies of Ontario Soccer.

In representing the members of Ontario Soccer and acting as their “trustee”, Directors have three basic duties:

1. The Duty of Diligence: This is the duty to act reasonably, prudently, in good faith and with a view to the best interests of Ontario Soccer and its members.
2. The Duty of Loyalty: This is the duty to place the interests of Ontario Soccer first, and to not use one’s position as a director to further private interests.
3. The Duty of Compliance: This is the duty to act within the scope of the governing policies of Ontario Soccer and within the scope of other laws, rules and regulations that apply to Ontario Soccer.

Members of the Board of Ontario Soccer, of Boards of Provincial and Regional Leagues and of Board Committees shall:

1. Respect the rights, dignity and worth of all other persons.
2. Be responsible first as their priority the welfare of Ontario Soccer and function primarily as a Member of the Board, not as a member of any particular constituency.
3. Conduct themselves openly, professionally, lawfully and in good faith in the best interests of Ontario Soccer.
4. Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism.
5. Behave with appropriate decorum and be fair, equitable, considerate and honest in all dealings with others.
6. Exercise due diligence in upholding their fiduciary responsibility to the Membership of the Ontario Soccer.
7. Abide by all motions passed by the Board in accordance with Roberts Rules of Order.
8. Respect the confidentiality appropriate to issues of a sensitive nature and comply with the Ontario Soccer Confidentiality Policy.
9. Ensure that all members are given sufficient opportunity to express opinions, and that all opinions are given due consideration and weight.
10. Respect and support the decisions of the majority and remove themselves from a meeting or resign if unable to do so; and commit the time to attend meetings and to be diligent in their preparation for and participation in discussions.

Duty of Diligence

1. Act prudently and in the best interests of Ontario Soccer.



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2. Exercise the same level of care that a reasonable person with similar abilities, skills and experience in similar circumstances.
3. Act cautiously and try to anticipate the consequences of their decisions and actions before they undertake them.
4. Act honestly and forthright.
5. Take reasonable steps to manage foreseeable risks.

Duty of Loyalty

1. Put the interests of Ontario Soccer first which will take precedence over any other interest, including their own personal interests.
2. Avoid putting themselves in a situation of a conflict of interest.
3. Act properly in disclosing a situation of a conflict of interest and ensure they play no part in discussing, influencing or making decision relating to that conflict.
4. Disclose any conflicts of interest per Ontario Soccer's *Conflict of Interest Policy*.

Duty of Compliance

1. Comply with Ontario Soccer's governing documents and ensure that staff and committees do as well.
2. Ensure Ontario Soccer's governing documents remain current and accurate.
3. Obey external laws and rules that are imposed upon Ontario Soccer.

Guiding Principles

Failure to Comply:

- a) Self-removal from a meeting or the Board.
- b) Board mandated-removal from a meeting.
- c) Membership removal from the Board.

Training:

- a) Initial orientation training for new and existing Board Members.
- b) Acknowledgement of training and understanding.
- c) Annual renewal of understanding.

I have read and understand the Ontario Soccer's Directors and Officers Code of Conduct Policy and agree to always act in accordance with it.

Director's Name: _____

Position: _____

Signature: _____

Date: _____



COMERCIAL SPONSORSHIP POLICY

Ontario Soccer will comply with the following principles when securing formal sponsorships including any affiliation with an individual or corporation where their name, brand, logo or tagline will appear in promotional material including but not limited to clothing, uniforms, game day or practice facility banners, printed material, website or other forms of social media (“Sponsorship”):

- a) **Mission Driven** - All Sponsorship efforts are intended toward assisting Ontario Soccer’s participants along the path of healthy, active participation, promoting community development and seek brand sponsors with similar organizational values.
- b) **Strong Transparent Communications** - Create a two-way flow of information with sponsors that is clear, consistent, relevant and timely for all parties.
- c) **Sponsor Rights** - Respect sponsors’ right to direct their support as they reasonably request, based on the principles of Ontario Soccer and purpose of mutual benefit.
- d) **No Harm** - Every effort will be made by all sponsors to positively enhance the brands of each of the parties.
- e) **Confidentiality** - All Sponsorship information shared between parties will be treated as proprietary and confidential unless otherwise agreed to by each party.
- f) **Sponsorship Restrictions** – Ontario Soccer will not accept or receive sponsorship from brands from the industries of tobacco, vaping, cannabis, adult-entertainment, alcohol, drug, or gambling (except in the case of Adult soccer where all participants have reached the Age of Majority) or companies that demean members of any group based on gender, ethnicity or sexual orientation, as determined by Ontario Soccer in their sole discretion.

Ontario Soccer is indemnified from any loss of profits or damages related its decision to prohibit Sponsorship.



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CONFIDENTIALITY POLICY

Directors, Committee Member, Staff, Contractors and others involved with Ontario Soccer will be entrusted with and will be in the possession of confidential information, the disclosure of which may be detrimental to the best interests of Ontario Soccer. Ontario Soccer will ensure there are Guidelines to ensure the protection of confidential information and proprietary information of Ontario Soccer.



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CONFLICT OF INTEREST

1.0 General

1.1 Preamble

Ontario Soccer is committed to providing an environment in which all Representatives of Ontario Soccer and any of its governing organizations act honestly, in good faith, and in the best interests of the game of soccer in the Province of Ontario. Activities of the governing organization, and those of its Representatives, shall be conducted in a manner becoming the high ethical standard of business conduct expected of the leaders of Soccer in Ontario.

There are two types of interest – pecuniary interest and non-pecuniary interest. Pecuniary interest relates to the reasonable likelihood or expectation of financial gain or loss for the Representative or for another Person with whom the Representative is associated.

Non-pecuniary interest involves family relationships, friendships, or other interests that are not related to the potential for financial or loss.

1.2 Application

This Policy applies to all Representatives.

2.0 Obligation

2.1 Any conflict of interest, whether real, perceived, pecuniary or non-pecuniary, between a Representative's personal interest and the interests of Ontario Soccer and/or the governing organization (as applicable), shall always be resolved in favour of Ontario Soccer and/or the governing organization (as applicable).

2.2 Representatives will not:

- a) Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with their official duties with Ontario Soccer and/or the governing organization (as applicable), unless such business, transaction, or other interest is properly disclosed to Ontario Soccer and/or the governing organization (as applicable) and approved by Ontario Soccer and/or the governing organization (as applicable).
- b) Knowingly place themselves in a position where they are under obligation to any Person who might benefit from special consideration or who might seek preferential treatment.
- c) In the performance of their official duties, give preferential treatment to any Person.
- d) Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with Ontario Soccer and/or the governing organization (as applicable), if such information is confidential or not generally available to the public.
- e) Without the permission of Ontario Soccer and/or the governing organization (as applicable), use Ontario Soccer and/or the governing organization (as applicable) property, equipment, supplies, or services for activities not associated with the performance of their official duties with Ontario Soccer and/or the governing organization (as applicable)



- f) Place themselves in positions where they could, by virtue of being a Representative, influence decisions or contracts from which they could derive any direct or indirect benefit.
- g) Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a Representative.
- h) Allow their loyalty to a governing organization to be compromised by their relationship to, or involvement in, another organization. However, the appointment of a Representative by the governing organization to another organization is not, in itself, considered conflict of interest. It is recognized that a Representative may be involved with more than one soccer governing organization subject to the published rules of each applicable governing organization. The fact that a Representative owes a duty of loyalty to two or more governing organizations cannot itself be considered a conflict of interest provided that the Representative, when considering a matter before one governing organization that would affect the other governing organization in a meaningful manner, declares conflict of interest.

2.3 Any Representative elected or appointed as an Executive Committee member of Ontario Soccer must relinquish any Director position with any other soccer governing organization within three months of first being elected or appointed to Ontario Soccer Executive Committee shall not accept a Director position with another soccer governing organization while he or she remains an Ontario Soccer Executive Committee member.

2.4 In addition, an Executive Committee member of Ontario Soccer who is elected to a position on the Board of Canada Soccer must resign his or her position with Ontario Soccer within ninety days and shall not accept another position on Ontario Soccer Executive Committee while he or she remains a member of the Canada Soccer Executive Committee.

2.5 Failure to comply with Sections 2.3 and 2.4 above shall constitute sufficient grounds for removal of the Executive Committee member by Ontario Soccer Board of Directors.

2.6 Sections 2.3 and 2.4 above are not applicable to an appointment made by Ontario Soccer to another soccer organization unless stated in that governing organizations governing documents.

A Director of a governing organization shall not serve on an unaffiliated soccer organization in accordance with the **Registration Procedures 1.9, 1.10 and 1.11**.

On election, re-election or appointment to a position as a Director of a governing organization, the individual must sign and submit that governing organization a statement acknowledging that he/she has read, understood and agreed to act in accordance with this Conflict of Interest Policy. Such a statement must also disclose:

- a) any other soccer activity or position; and
- b) any personal, professional, business activity or position that may at that time, or could in the future, be construed as a potential conflict of interest. Such a statement must be updated as circumstances require.

3.0 Disclosure



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- 3.1** In the event a Representative has a conflict of interest in relation to a particular issue or matter of discussion, the Representative shall:
- a) Declare the conflict of interest and the nature of the conflict, and refrain from voting on the issue in question
 - b) Absent themselves from the meeting at any time there is discussion of the matter giving rise to the conflict; and
 - c) Refrain from lobbying or participating in the decision making process.

- 3.2** Each Representative is also required to declare a conflict even when the conflict for the Representative arises after the contract or arrangement is made with the other company, firm, or organization in which the Representative acquires an interest or significant involvement. In this situation, the Representative is to declare his or her conflict immediately after the Representative becomes interested in the other company, firm, or organization.

4.0 Remuneration

- 4.1** All Directors, Officers and members of Committees will serve as such without remuneration and will not directly or indirectly receive any profit from their positions as such; provided that Directors, Officers or members of Committees may be reimbursed for reasonable expenses incurred by them in the performance of their duties. Motions, votes, or issues that would cause a Director to benefit financially or receive remuneration must be declared as a conflict of interest.

5.0 Minimizing Conflicts of Interest in Decision-Making

- 5.1** Decisions or transactions that involve a conflict of interest that has been proactively disclosed by a Representative will be considered and decided with the following additional provisions:
- a) The nature and extent of the Representative's interest has been fully disclosed to the governing body that is considering or making the decision, and this disclosure is recorded or noted
 - b) The Representative does not participate in discussion on the matter
 - c) The Representative abstains from voting on the decision
 - d) For board-level decisions, the Representative does not count toward quorum, subject to Section 20.
 - e) The decision is confirmed to be in the best interests of the governing organization.

- 5.2** If no quorum exists for the purpose of voting on a matter only because a director is not permitted to be present at the meeting by reason of a conflict of interest, the remaining directors shall be deemed to constitute a quorum for the purposes of dealing with the matter.

6.0 Procedures

6.1 Disclosure



- 6.1.1 Representatives will complete the Conflict of Disclosure Form annually or upon the discovery of a real or potential conflict of interest.
- 6.1.2 Representatives shall disclose conflicts of interest to Ontario Soccer and/or the governing organization (as applicable) immediately upon:
 - a) Becoming aware that a conflict of interest exists
 - b) For those who are nominated for election, prior to the elections
 - c) Appointment to a committee
- 6.1.3 Representative's Conflict of Interest and the nature of the conflict must be recorded in writing.

6.2 Conflict of Interest Complaints

Any person who believes that a Representative may be in a conflict of interest situation should report the matter, in writing, to the applicable governing organization.

6.3 Resolving Complaints

- 6.3.1 Upon receipt of a complaint, the applicable governing organization's Board of Directors will determine whether or not a conflict of interest exists provided the alleged Representative has been given notice of and the opportunity to submit evidence and to be heard at such meeting.
- 6.3.2 After hearing the matter, the governing organization will determine whether a conflict of interest exists and if so what appropriate actions will be imposed.
- 6.3.3 Where the Representative accused of being in a conflict of interest acknowledges the facts, he or she may waive the meeting, in which case the governing organization will determine the appropriate actions.
- 6.3.4 The governing organization may apply the following actions singly or in combination for real or perceived conflicts of interest:
 - a) Removal or temporary suspension of certain responsibilities or decision making authority;
 - b) Removal or temporary suspension from a designated position;
 - c) Removal or temporary suspension from certain teams, events and/or activities;
 - d) Expulsion from the governing organization;
 - e) Implement further discipline in accordance with the governing organization's policies relating to discipline and/or complaints
 - f) Other actions as may be considered appropriate for the conflict of interest.
- 6.3.5 Failure to comply with an action as determined by the governing organization will result in automatic suspension from the governing organization until such time as compliance occurs.
- 6.3.6 The governing organization may determine that a conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the governing organization.



6.3.7 Further sanctions may be applied in accordance with the governing organization's discipline policies.



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CONFLICT OF INTEREST STATEMENT (BOARD OF DIRECTORS)

Director's Name: _____ Position: _____

Any personal, professional, volunteer, business activity or position that may at any time be construed as a potential, perceived or actual conflict of interest is as disclosed below:
Any other soccer organizations on which I serve, volunteer or belong, soccer activities or soccer positions that may at any time be construed as a potential, perceived or actual conflict of interest is as disclosed below:

- I have read the Ontario Soccer's *Conflict of Interest Policy*, I agree to be bound by the obligations contained therein, and I commit to avoid any actual, real or perceived conflict of interest. I also commit to disclosing the existence of any actual, real or perceived conflict of interest to the Board of Directors, as soon as it is known to me.

- I agree that the information provided on this form shall be provided to the Ontario Soccer Board of Directors.

Signature: _____ Date: _____

Address: _____ City: _____ Postal Code: _____



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DIVERSITY AND INCLUSIVENESS – FULL POLICY

1.0 Application

1.1 Ontario Soccer Encourages:

- a) The participation of all interested individuals in all aspects of soccer in Ontario
- b) The equal provision of opportunity and resources
- c) An environment that is welcoming for any interested participant, whether as a player, coach, official, administrator, or spectator

1.2 Ontario Soccer will:

- a) Ensure that the achievement of equal opportunities is a key consideration when developing, updating, or delivering Ontario Soccer programs, policies, and projects
- b) Ensure that the concerns and needs of all participants are identified, promoted, and supported
- c) Ensure that Ontario Soccer's governance structure encourages and promotes the full and equal participation of all participants

1.3 Minority Groups

- a) Ensure that its programs and activities welcome a diverse range of participants

1.4 Decision- Making

- a) Seek out opportunities to enhance diversity when recruiting for employment or volunteer positions within the organization

1.5 Communications

- a) Ensure that a diverse range of participants are portrayed in promotional materials and official publications

1.6 Partnerships

- a) Work collaboratively with project and event hosting partners to gain their support of Ontario Soccer's priorities for diversity and inclusiveness, and will encourage these partners to implement plans, policies, activities, and communications that reflect these priorities

2.0 Ongoing Commitment to Diversity and Inclusivity

- a) Understand that the key to being a diverse organization is to be inclusive in all strategies, plans, and actions of Ontario Soccer whether they relate to technical programs, operations, business management, sponsorship, marketing, media, or communications. Ontario Soccer resolves to incorporate diversity concerns in its operations, activities, and partnerships on a continuing basis.



GENDER EQUITY POLICY

1.0 General

1.1 Ontario Soccer encourages:

- a) The participation of all interested individuals in all aspects of soccer in Ontario.
- b) The equal provision of opportunity and resources.
- c) An environment that is welcoming for any interested participant, whether as a player, coach, referee, administrator or spectator.

1.2 Ontario Soccer will:

1.2.1 Staff, Board and Committees:

- a) Ontario Soccer Board sets a target of a minimum of 40% representation by each gender (defined as male and female) for the Ontario Soccer Board of Directors and all Ontario Soccer Committees; and recommending that all Governing Organizations within Ontario Soccer consider similar plans for moving towards greater gender equity representation on their Boards and Committees where necessary.
- b) Include gender equity as a stated value that is accepted and promoted on nominating and selection committees.
- c) Provide opportunities for all staff to advance to senior decision-making levels and receive equitable remuneration.
- d) Ensure equal opportunities exist for all staff to receive professional development to move towards senior levels of decision-making.

1.2.2 Media Relations:

- a) Produce all written and visual materials in a gender-inclusive manner portraying active, positive images of sport.
- b) Ensure that both genders are portrayed in an equitable way in all promotional and marketing materials and communication activities.
- c) Develop a communication plan that gives media visibility to both genders including athletes, coaches, events and sports.
- d) Use gender-appropriate language and positive, active visuals in all publications, graphics, videos, posters and on websites.

1.2.3 Policies, Governing Documents:

- a) Develop, update and deliver all policies, programs and services ensuring the concerns and needs of both genders are identified, promoted and supported.

1.2.4 Programs, Activities and Events

- a) Provide equitable opportunities to participate and compete for both genders
- b) Fund programs and services equally for both genders



- c) Encourage both males and females to act as role models for young participants believing it is essential that both genders be viewed as leaders within soccer.
- d) Ensure that all Ontario Soccer programs have both female and male service providers available to both male and female athletes.
- e) In all coaching programs and services, create special opportunities to advance the number and levels of women in coaching.
- f) When planning educational sessions, consider the balance of female and male presenters.



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INTELLECTUAL PROPERTY POLICY

1.0 General

1.1 Purpose

Ontario Soccer's image and reputation is of the utmost importance. The purpose of this policy is to ensure the Ontario Soccer's visual identity (logo/mark), intellectual property and brand slogans/tag lines (collectively "Intellectual Property") are applied consistently and reflect the highest of standards. Therefore:

- a) Only reputable individuals, organizations and corporations (collectively the "User") whose image, product or services do not conflict with the mission or values of Ontario Soccer may be considered as users of Ontario Soccer's Intellectual Property.
- b) There is no obligation on behalf of Ontario Soccer to accept any Intellectual Property use request.
- c) Ontario Soccer's long-term reputation and credibility will remain paramount.

1.2 Application

The purpose of this Policy is to also provide Users with guiding principles, policies and regulations regarding:

- a) Use of Ontario Soccer's Intellectual Property;
- b) Typeface for the Ontario Soccer Logo; and
- c) Guidelines for requesting use of the Ontario Soccer Intellectual Property.

1.3 Ontario Soccer's Intellectual Property

- a) All items collectively referred to as Ontario Soccer's Intellectual Property are described and attached in Appendix A

1.4 Obligations

- a) Users wishing to use the Ontario Soccer's Intellectual Property will adhere to the following:
 - a. The terms and conditions of any agreement with Ontario Soccer and this Policy.
 - b. Only use the approved Intellectual Property provided by Ontario Soccer.
- b) Users granted use will **NOT**:
 - a. Alter the look, feel or image of the Intellectual Property.
 - b. Add decorative or other elements to the Intellectual Property.
 - c. Distort the Intellectual Property in any way.
 - d. Use outdated versions of the Intellectual Property.
 - e. Place the Intellectual Property in questionable locations.
- c) Users granted use will follow the **Ontario Soccer Brand Style Usage Guide** that will be included with all approved applications.



1.5 Grant of License

- a) Each potential User will be considered on its own merits. Judgment and discretion will characterize the decision making process, however, the following set of questions will be considered:
- b) Would the User align with Ontario Soccer's brand image?
- c) Does the User conflict with Ontario Soccer's values, operations or partners?
- d) Does the User suit Ontario Soccer's overall strategy, mission and vision?
- e) Will the User help Ontario Soccer achieve its objectives?
- f) Does the User represent, or could this User be perceived as, a conflict of interest?
- g) Ontario Soccer will grant approved Users, in accordance with the terms set out in this Policy and any other applicable agreement, a non-exclusive license to use the Ontario Soccer Intellectual Property.
- h) Ontario Soccer reserves the right of final approval of all Users and the right to refuse or terminate any use of the Intellectual Property at its sole discretion.

1.6 Ontario Soccer Logo Request

Users wishing to use the Ontario Soccer's Intellectual Property will submit the Ontario Soccer's Intellectual Property Request Form attached as Appendix "A (b)", which can also be ascertained from Ontario Soccer.

1.7 Proofs

Upon acceptance and approval of the Intellectual Property Request Form, Users will submit proofs, reproductions and samples of any use of the Ontario Soccer's Intellectual Property upon request of Ontario Soccer. Ontario Soccer will have up to five (5) business days upon submission to review and respond to all intellectual property use requests.

1.8 Intellectual Property

This Policy does not give any User any interest in the Ontario Soccer's Intellectual Property or any other intellectual property owned by Ontario Soccer, except the right to use the Ontario Soccer's Intellectual Property in accordance with the terms of this Policy and as directed by Ontario Soccer.

1.9 Enforcement

Failure to adhere to this Policy may give rise to discipline in accordance with the Ontario Soccer's Discipline and Complaints Policy or remedies sought in a court of competent jurisdiction.



APPENDIX "A (a)"

Approved Ontario Soccer Logo



Trade Names/Wordmarks:

Ontario Soccer

Ontariosoccer.net



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APPENDIX "A (b)"

Ontario Soccer Intellectual Property Request Form

Organization: _____ Contact: _____

Address: _____ Telephone: _____ Fax: _____ Email: _____

Please check the Ontario Soccer Intellectual Property you require:

Logo	Format			
Ontario Soccer Logo	<input type="checkbox"/> Black & White	<input type="checkbox"/> Color	<input type="checkbox"/> JPG	<input type="checkbox"/> EPS
Slogan: Ontario Soccer	<input type="checkbox"/> Black & White	<input type="checkbox"/> Color	<input type="checkbox"/> JPG	<input type="checkbox"/> EPS
Slogan: Ontariosoccer.net	<input type="checkbox"/> Black & White	<input type="checkbox"/> Color	<input type="checkbox"/> JPG	<input type="checkbox"/> EPS

Please indicate how and when you intend to use the Ontario Soccer Intellectual Property:

Item	Description	* Quantities	Date(s) of Use
<input type="checkbox"/> Print Marketing or Promotional Materials (e.g. poster, brochure, program flyer)			
<input type="checkbox"/> Certificates, Ribbons or Medals			
<input type="checkbox"/> Clothing/Apparel, Buttons, Hats, Mugs, Etc.			
<input type="checkbox"/> Electronic Publications (e.g. website, social media, online newsletter, multi-media)			
<input type="checkbox"/> Print Advertisement			
<input type="checkbox"/> Signage (Specify):			
<input type="checkbox"/> Other (Specify):			

*Please indicate approximately how many of the items will be produced and/or distributed.

Declaration

I, as the User of the Ontario Soccer Intellectual Property, do hereby certify that:

- a) I have the authority to represent and bind myself and the Organization.
- b) I have read and understand the terms contained in Ontario Soccer's Intellectual Property Policy.
- c) Any use of the Ontario Soccer Intellectual Property may be terminated by Ontario Soccer at any time.
- d) All the information set out in this form is true and correct

Name (Please Print): _____ Signature: _____

Organization: _____ Date: _____



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Please submit this Request Form to Ontario Soccer by mail, fax or email to:
 Ontario Soccer,
 Attention: Manager of Marketing, Partnership & Events
 7601 Martin Grove Rd,
 Woodbridge, ON L4L 9E4
 Email: marketing@ontariosoccer.net
 Fax: (905) 264-9445

NOTE:

- All requests will be reviewed for compliance with Ontario Soccer's Intellectual Property Policy.
- Ontario Soccer will endeavor to respond to requests within five business days of submission. If approval is granted by Ontario Soccer, appropriate digital files will be emailed to you.

For Ontario Soccer Office Use Only		
Date Received:	Grant of License:	Comments:
Date of Response:		
Intake Staff:	Term of License:	



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MEMBERSHIP REQUIREMENTS & MEMBERSHIP STATUS

1.0 Membership Within a District Association

- 1.1 Application for membership within a District Association shall be made annually and must include the required membership fee, together with the Articles of Incorporation and applicable documents set out by the District Association.
- 1.2 Membership in the District Association shall be deemed to have been terminated if the Member fails to renew membership in accordance with this Procedure by a date specified by the District Association. Membership may only be reinstated, with approval of the District Association's Board of Directors, after all membership renewal criteria are met.

2.0 Associate Membership (Leagues and Other)

- 2.1 Each District Competitive League, District Recreational League and any other Non-Voting (Associate) of the District Association shall annually submit its League By-Law to its District Association (which shall be responsible for ensuring compliance with Ontario Soccer minimum requirements) and shall submit any amendments within 60 days after the League's General Meeting at which the amendments were approved.
- 2.2 League organizations applying for membership within a District Association unless they are a Governmental organization are not permitted to have "Ontario" or "Provincial" in their organization name or its items, if any, as to not falsely represent the boundaries of operations of the organization.

3.0 Leagues

- 3.1 A League is a Governing Organization that:
- a. Shall affiliate with and is immediately subordinate to the Governing Organization which delegates it the right to operate.
 - b. Controls its teams, for League operation purposes only, in accordance with published rules.
 - c. Has at least one division with a minimum of four teams in each division; and Operates under an executive to provide competition for teams entered in the League.
- 3.2 Unless otherwise specified in these rules, all policies and procedures apply equally to all types of Leagues.
- 3.3 A League shall have a By-Law or Constitution which includes, but is not limited to, the following minimum requirements as referred to in

4.0 Clubs



- 4.1** A Club is a Governing Organization that is affiliated to, and under the jurisdiction of a District Association and is established and operates in accordance with their incorporation guidelines; A Club is responsible for the registration of all Players, Team Officials, Administrators and teams operating under their organization,

A Youth Club may operate as a registered not-for-profit entity or for-profit entity and must be incorporated. The Club is the Governing Organization whose primary, long-term objective is to provide Players with development and training through the provision of necessary training facilities and infrastructure.

A Senior Club may operate as a registered not-for profit entity or for-profit entity and is not required to be incorporated.

- 4.2** A Club may not change headquarters from one District to another without the written consent of the two District Associations involved.
- 4.3** A Club must operate within the defined boundaries of their affiliated District Association unless they have obtained written permission from affected District Associations and the approval of Ontario Soccer.
- 4.4** Every Club operating teams at the Youth level and/or Grassroots soccer level shall register not less than 4 youth/grass roots teams or 60 Players, with a probationary period as determined by the District Association on a per season basis.
- 4.5** All Clubs under the jurisdiction of Ontario Soccer shall place their Players at the service of Ontario Soccer.
- 4.6** Senior Clubs are not required to maintain a minimum number of teams or Players. They are not required to obtain Canada Soccer Club Licensing at this time.

5.0 Voting Rights

At all Member's Meetings of its District Association, each member Club shall be entitled to voting rights based on the District's By-law criteria.

6.0 Club Technical Lead

A person registered as a Technical Director or Club Head Coach with a Club may serve as a Team Official for any team within that Club. The Club Head Coach shall not be permitted to register as a Team Manager or as an Assistant Manager.

7.0 District, Provincial or National Team Duty

Any Club team having three or more Players selected for Provincial or National Team duty may have those affected games postponed, provided that ten days notice has been given by the team to Ontario Soccer and team's League. The team shall, immediately following the receipt of such notices, notify any and all affected opponents to the effect.

(NOTE: Provincial or National team duty shall be construed to mean all Player development camps, and games arranged by, or on behalf of, Provincial or National authorities.)



5.10 Club Head Referee

All Ontario Soccer Clubs which operate Youth Local Leagues shall have a designated registered Club Head Referee.

5.11 Club Licensing

- a. Ontario Soccer, under the directives of [Canada Soccer's Rules and Regulations](#) shall operate a Club Licensing System.
- b. Amateur Clubs who operate a youth programme will be required to apply for, and receive, a Canada Soccer Club Licence. Various levels of youth licence are available, however all amateur Clubs operating a youth programme will be required to hold as a minimum requirement the Quality Soccer Club Licence.
- c. Any new Club applying for membership for the first time, who are unable to meet the minimum standard for Club Licensing, the District Association can grant "Interim Membership" as long as the Club applies and receives Club Licensing within one year of acceptance.

5.12 Club Audits

Ontario Soccer and the applicable District Association, or the applicable District Association have the right to conduct financial and/or participant registration audits upon 30 days written notice to the club.

6.0 MEMBERSHIP STATUS

6.1 Status within a Member's Governing Organization

The membership status of a registered individual or a member organization may be reviewed by the Member's Governing Organization if deemed to be in violation of any membership requirement (as laid out by the Member's Governing Organization) and/or Governing Documents.

6.2 Status Designations

A Governing Organization may deem its member/member organization's status to be one of the following:

6.2.1 Member in Good Standing

Registered individuals and/or member organizations deemed to be a member in good standing affirms the Member's commitment to the vision of its Governing Organization and those it is affiliated to, as reflected in all pertaining governing documents, to which all members are bound. Members in good standing will not engage in any activities that put the Governing Organizations it is affiliated to in jeopardy nor engage in any activities deemed detrimental to the game or that may discredit the Association.



6.2.2 Member In-Review

Registered individuals and/or member organizations that are being reviewed for any outstanding issues or discrepancies with their membership requirements are designated as In-Review. The individual or organization designated as such remains a member of its Governing Organization and is not restricted in its soccer activities.

6.2.3 Member Not in Good Standing

A registered individual and/or member organization shall be deemed Not in Good Standing if their membership status is either suspended or expelled, if they have overdue unpaid fees, dues or other obligations to their Governing Organization or to a sanctioned member and/or competition.

A member designated Not in Good Standing shall not be entitled to administrative services and shall be restricted from entry into any Ontario Soccer sanctioned soccer competition (Leagues, exhibition games, tournaments and festivals) and may only have that status removed by its Governing Organization upon review and proof that the actions or defaults of the individual or organization have been rectified.

6.2.4 Member - Suspended

Registered individuals and/or member organizations are designated as Suspended from soccer activity when, they have failed to comply with any membership requirements, discipline or misconduct requirements or penalties that have been assessed. The individual or organization designated as such remains a member of its Governing Organization but is restricted in its soccer activities, including participation in any Ontario Soccer sanctioned competitions (Leagues, exhibition games, tournaments and festivals) or use of registered Match Officials until all issues are cleared.

A member designated Not in Good Standing, through suspension loses all rights to attend, vote, speak and make motions at all general meetings of its Governing Organization, until the status has been removed. In these circumstances, a representative or representatives of the organization may be invited, by the President of the Governing Organization, to a general meeting as a guest (or observer). Such membership status designation restricts all sanctioned soccer activity for the registered individual or member organization until the status has been removed.

6.2.5 Member - Expelled

Registered individuals and/or member organizations that have violated membership requirements or any pertinent Governing Documents of the organizations and those affiliated or have acted in a manner that has been deemed detrimental to the game and/or discredits the Association will be expelled. An expelled member will have their membership to the association revoked.

6.3 Termination of Membership

Membership in Ontario Soccer will terminate immediately upon:



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- a. Resignation of the Member by written notice to Ontario Soccer; or
- b. Dissolution of the Member Organization as a Corporation; or
- c. In accordance with this Policy.

6.4 Discipline of Member Organizations

- 6.4.1** Member may be suspended or have its Membership terminated if it violates obligations as a Member in accordance with this Policy.
- 6.4.2** A Voting or Non-Voting Member may be suspended or have its Membership terminated if it:
- Has not completed or remitted all documents as required by Ontario Soccer;
 - Violates the By-laws, Policies, Operational Procedures, Code of Conduct and Ethics,
 - Fails to follow the Disciplinary Code, Conflict of Interest or decisions of Ontario Soccer;
 - Fails to fulfill its financial obligations to Ontario Soccer.
- 6.4.3** A Life Member may have her/his Membership terminated if she/he is convicted of a criminal offence under the Criminal Code of Canada or any other domestic or international criminal statute.

6.5 Process for Disciplining a Member

- a. If the Ontario Soccer Discipline Case Manager is presented with an allegation of noncompliance by a Voting or Non-Voting Member regarding the By-laws, Policies, Operational Procedures, Code of Conduct, Disciplinary Code, Conflict of Interest, or decisions of Ontario Soccer, the Case Manager shall refer the allegation to the appropriate Judicial Body.
- b. The Case Manager will notify the Member of the allegation.
- c. The Member may make written submissions to Ontario Soccer within twenty (20) days of receiving notice of the allegation.
- d. If written submissions are received, the Judicial Body shall consider these in making its decision.
- e. Within twenty-one (21) days from the date of receipt of any written submissions from the Member, the Judicial Body may make its decision after document review, teleconference hearing, or in-person hearing, as determined by the Judicial Body.
 - i. The decision of the Judicial Body may include any of the following:
- f. Find the Member not guilty of the allegation;
- g. Impose a fine on the Member;



- h. Levy a bond against the Member;
 - i. Suspend the Member;
 - j. Recommend to the Voting Members that Membership be terminated
- k. g. Within ten (10) days from the date of the Judicial Body's decision, Ontario Soccer shall provide written notice of the decision to the Member, provide reasons for the decision; and provide the Rights to Appeal to Canada Soccer.
- l. h. If the Member is suspended by the Judicial Body, the suspension will be in effect until:
- m. a separate Ontario Soccer Judicial Body determines that the member has taken the required steps to become compliant; or
 - n. the suspension is overturned by a Canada Soccer Judicial Body through its appeal process.
- o. **Process for Termination of Membership:**

If the Judicial Body decision is to recommend Termination of Membership:

- I. The Judicial Body shall forward its ruling and any submissions, if received, to the Chief Executive Officer Ontario Soccer and shall provide the stated reasons for recommending Termination of Membership.
 - II. Ontario Soccer shall provide written notice of the Judicial Body's decision to the Member and shall provide the stated reasons for recommending Termination of Membership.
 - III. The Member may respond to the Judicial Body's decision by making written submissions to Ontario Soccer within twenty (20) days of receiving notice of the Judicial Body's decision recommending Termination of Membership.
 - IV. The Member must be given fourteen (14) days' notice of the Members' Meeting at which its "termination of Membership" will be considered, and such notice must include the reason(s) for termination and all documentation that will be considered in support of the termination.
 - V. At the Members' Meeting, the involved Member will be provided an opportunity to respond to the reason(s) for termination and to all documentation considered to support its termination.
 - a. Membership in Ontario Soccer can only be terminated by the Voting Members at a Members' Meeting and termination of a Member will require a two-thirds majority vote of the Voting Members.
 - b. The Voting Members may terminate Membership of a Member or may refer the discipline matter back to the Judicial Body with instructions on how the Judicial Body should proceed regarding any required discipline to the Member.
- a. To affiliate with Ontario Soccer, and act as a Voting Member within the District boundary defined by the Board of Directors of Ontario Soccer.
 - b. To abide by the Governing Documents of Ontario Soccer.
 - c. To promote, develop and govern the game of soccer in the District.



- d. To provide District and/or Regional level competition.
- e. To administer Discipline and Appeals according to the Policies and Procedures of Ontario Soccer.
- f. To provide education initiatives for stakeholders according to the Policies and Procedures of Ontario Soccer.
- g. To appoint, or delegate the appointment of, Match Officials to all games sanctioned by the District Association.
- h. To approve, monitor and/or provide tournaments and festivals within the District.
- i. To cooperate, collaborate and co-ordinate with its neighbouring District Associations to provide opportunities for competition and development.
- j. To provide a District Association representative to serve on the Voting Members Council.

6.6 Ontario Soccer requires all District Associations to comply with the following:

- a. Must have a minimum of four active Clubs to form a District Association.
- b. A District Association shall ensure that Long Term Player Development (LTPD) age and stage appropriate competition is available to all participants in its District.
- c. A District Association must be incorporated and have By-Laws which are in full compliance with the Ontario Not For Profit Corporations Act (ONCA).



PRIVIACY POLICY

Background

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

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 recognizes the right to privacy of individuals with respect to their personal information and the need of Ontario Soccer to collect, use or disclose personal information.

1.3 Application

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

1.4 Statutory Obligations

Ontario Soccer is governed by the *Personal Information Protection, Electronic Documents Act* in matters involving the collection, use and disclosure of personal information during a commercial transaction.

1.5 Additional Obligations

In addition to fulfilling all requirements of the Act, Ontario Soccer will also fulfill the additional requirements of this Policy. Ontario Soccer 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 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 Ontario Soccer; and
- 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.

1.6 Ruling on Policy

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



2.0 Accountability

2.1 Privacy Officer

The Privacy Officer 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:

Ontario Soccer
 C/O Privacy Officer
 Address: 7601 Martin Grove Road Vaughan, Ontario, L4L 9E4
 Email: privacy@ontariosoccer.net
 Tel: (905) 264-9390

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 Ontario Soccer privacy policies and practices.

3.0 Identifying Purposes

3.1 Purpose

Personal information may be collected from Representatives and disclosed for purposes that include, but are not limited to, the following:

Communications

- a) Receiving communications from Ontario Soccer, District Associations, Clubs, and Leagues in regard to E-news, newsletters, programs, competitions, training, discipline, appeals, events, activities and other pertinent information.
- b) Published articles, media relations and posting on the Ontario Soccer website, displays or posters. In some cases, videos from an event will be available for purchase.
- c) Award nominations, biographies, published articles and media relations.
- d) Communication within and between committees, volunteers and Board members.
- e) Discipline results and long term suspension list to notify Clubs, Leagues, and District Associations of suspended members.
- f) Communications with applicable municipalities who wish to check residency status of individuals.

Registration, Database Entry and Monitoring



- a) Disclosure to Ontario Soccer Clubs, Leagues, District Associations and Canada Soccer who will use such information for registration and communication of programs, events and activities.
- b) Disclosure to Ontario Soccer Clubs, Leagues, and District Associations for the purpose of relaying and collecting information which is used to direct the public to such Club, League, or District Association and to provide easy access for organization to-organization communication.
- c) Database entry at the Coaching Association of Canada and to determine level of coaching certification, coaching qualifications and coach selection.
- d) Database entry to determine level of officiating certification and qualifications.
- e) Registration for programs, events and activities.
- f) Determination of member club, eligibility, age group and appropriate level of play/competition.
- g) Player Registration, outfitting uniforms, and various components of athlete and team selection.
- h) Technical monitoring, Coach/Club review, officials training, educational purposes, sport promotion, media publications.

Sales, Promotions and Merchandising

- a) Purchasing equipment, coaching manuals, resources and other products.
- b) Promotion and sale of merchandise.

General

- a) Travel arrangement and administration.
- b) Implementation of Ontario Soccer screening program.
- c) Medical emergency, emergency contacts or reports relating to medical or emergency issues.
- d) Determination of membership demographics and program wants and needs.
- e) Managing insurance claims and insurance investigations.
- f) Video recording and photography for personal use, and not commercial gain, by spectators, parents and friends.
- g) Video recording and photography for promotional use, marketing and advertising by Ontario Soccer, District Association, Clubs, and Leagues.
- h) Payroll, honorariums, company insurance and health plan.

3.2 Purposes not identified – Ontario Soccer will seek consent from individuals when personal information is used for commercial purpose not identified herein. This consent will be documented as to when and how it was received.

4.0 Consent

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

4.2 Implied Consent

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

4.3 Requirement



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Ontario Soccer will not, as a condition of a product or service, require an individual to consent to the collection, use or disclosure of personal information beyond that required to fulfill the specified purpose of registration or the product or service.

4.4 Form

Consent may be written or implied. In determining the form of consent to use, Ontario Soccer will take into account the sensitivity of the information, as well as the individual's reasonable expectations. Individuals may consent to the collection and specified used of personal information in the following ways:

- a) Completing and/or signing a registration form or an application form;
- b) Checking a check off box;
- c) Providing written consent either physically or electronically;
- d) Consenting orally in person; or
- e) Consenting orally over the phone.

4.5 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 provided the individual gives one week's notice of such withdrawal to Ontario Soccer. Ontario Soccer will inform the individual of the implications of such withdrawal.

4.6 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.

4.7 Exceptions for Collection

Ontario Soccer 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.

4.8 Exceptions for Use – Ontario Soccer may **use** personal information without the individual's knowledge or consent only:

- a) If Ontario Soccer 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.

4.9 Exceptions for Disclosure

Ontario Soccer may **disclose** personal information without the individual's knowledge or consent only:

- a) To a lawyer representing Ontario Soccer;
- b) To collect a debt the individual owes to Ontario Soccer
- 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 when Ontario Soccer 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 (Ontario Soccer will 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 required by law.

5.0 Limiting Collection, Use, Disclosure and Retention

5.1 Limiting Collection, Use and Disclosure

Ontario Soccer will not collect, use or disclose personal information indiscriminately and will be collected fairly, by lawful means. Information collected will be for the purposes specified in Article 3.1, except with the consent of the individual or as required by law.

5.2 Retention Periods

Personal information will be retained indefinitely unless requested otherwise by the individual.

5.3 Exception

Personal information that is used to make a decision about an individual will be maintained for a minimum of one year of time to allow the individual access to the information after the decision has been made.

6.0 Accuracy



Personal information will be accurate, complete and as up to date as is necessary for the purposes for which it is to be used to minimize the possibility that inappropriate information may be used to make a decision about the individual.

7.0 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.

7.1 Employees

Employees will be made aware of the importance of maintaining personal information confidential and will be required to sign confidentiality agreements.

7.2 Confidentiality

Every individual at all levels, who has access to personal information collected by Ontario Soccer, will sign a confidentiality Agreement which requires the individual to comply with this Privacy Policy.

8.0 Openness

8.1 Information

Information made available to individuals will include:

- a) The name or title, and the address, of the person who is accountable for Ontario Soccer's privacy policy and practices and to whom complaints or inquiries can be forwarded;
- b) The means of gaining access to personal information held by Ontario Soccer; and
- c) A description of the type of personal information held by Ontario Soccer.

9.0 Individual Access

9.1 Access

Upon written request, and with assistance from Ontario Soccer, 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.

9.2 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.

9.3 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, security or commercial proprietary purposes;



- d) The information is subject to solicitor-client or litigation privilege.

9.4 Reasons

Upon refusal, Ontario Soccer will inform the individual the reasons for the refusal and the associated provisions of *PIPEDA*.

9.5 Identity

Individuals will be required to complete and submit an “Information Access – Correction Form”, with two forms of identification (1 Photo ID), in order to determine the existence, use and disclosure of their personal information. Individuals wishing to opt-out of the collection, use or disclosure of their personal information will be required to complete and submit an “Opt Out Request Form” with two forms of identification (1 Photo ID).

10.0 Challenging Compliance

10.1 Challenges

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

10.2 Procedures

Upon receipt of a complaint, Ontario Soccer 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 e-mail or telephone conversation and if necessary clarify the nature of the complaint;
- d) Determine whether the complaint is frivolous or vexatious and within the jurisdiction of this Policy. If it is determined the complaint is frivolous or vexatious or outside the jurisdiction of this Policy, the complaint will be dismissed immediately. The Privacy Officer’s decision to the acceptance or dismissal of the complaint may not be appealed.
- e) If it is determined that the complaint is not frivolous and vexatious and within the jurisdiction of this Policy, the Privacy Officer will investigate the complaint and take corrective action to resolve the matter.
- f) Notify the complainant the outcome of the investigation and any relevant steps taken to rectify the complaint.

10.3 Whistle-blowing

Ontario Soccer will not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any Ontario Soccer Representative, and other decision-makers within Ontario Soccer or deny that person a benefit because the individual, acting in good faith and on the basis of reasonable belief:

- a) Disclosed to the commissioner that Ontario Soccer 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*.

11.0 IP Address

Ontario Soccer does not collect, use or disclose IP Addresses.

12.0 Cookies

Ontario Soccer does not use cookies to identify specific individuals.

13.0 Copyright and Legal Disclaimer

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- 13.1** Links made available through this website may allow you to leave the Ontario Soccer site. Please be aware that the internet sites available through these links are not under the control of Ontario Soccer. Therefore, Ontario Soccer does not make any representation to you about these sites or the materials available there. Ontario Soccer is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. Ontario Soccer is not responsible for privacy practices employed by other companies or websites.

14.0 Applicable Law

This site is created and controlled by Ontario Soccer in the province of Ontario. As such, the laws of the province of Ontario will govern these disclaimers, terms and conditions.



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SCREENING AND RECRUITMENT

Screening of individuals is an important part of providing a safe sporting environment. Ontario Soccer will ensure there are Guidelines to ensure the protection of its Organizations and Registrants by way of screening individuals who may pose a risk to Ontario Soccer and its participants.

<https://www.ontariosoccer.net/governing-documents>



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TRANSGENDER POLICY

1.0 General

- 1.0** Ontario Soccer commits to monitoring ongoing developments regarding national and international participation guidelines for transgender athletes and pledges to review and/or revise this *Policy* whenever new information becomes available.

2.0 Application

- 2.1** Ontario Soccer believes all people, regardless of age, gender, sex, ethnicity, or ability, should have the opportunity to participate in soccer and futsal, and that it would be fundamentally unjust and contrary to applicable provincial and federal law to preclude a member from participation on a gender specific sports team that is consistent with the public gender identity of that individual for all other purposes.
- 2.2** Ontario Soccer shall defer to the determination of players and their parents/guardians regarding gender identification. Therefore, the Ontario Soccer Policy will allow all players to participate with the team(s) that match their affirmed gender identity and expression.
- a) Transgender girls/women and transgender boys/men in developmental and recreational soccer/futsal will be able to participate in either their sex assigned at birth or the gender category in which they identify.
 - b) Non-binary athletes in development and recreational soccer/futsal will be able to participate in any gender category of their choice.
 - c) The same policy of inclusion would apply to high performance athletes up until the point where they must comply with national and international federation rules
 - d) Hormone replacement therapy (HRT) should not be required for an athlete to participate in high performance soccer/futsal (up to the point where national and international federation rules would take effect); and
 - e) Surgical intervention should never be required for a transgender or non-binary athlete to participate in high performance soccer/futsal.
- 2.3** Recognizing the unique needs and experiences of transgender and non-binary athletes, Ontario Soccer seeks to work collaboratively with the athlete to determine the best course of action for them based on complex factors, including gender affirmation, privacy, safety, and program availability.
- 2.4** Transgender girls/women and transgender boys/men and non-binary athletes should be able to use the change rooms of their choice.
- 2.5** Should any Participant feel they have been subject to, or witness, discrimination, bullying, harassment, sexual harassment, vilification, or victimization based on gender identity or expression, they should take appropriate action through the Code of Conduct and Ethics Complaint process.
- 2.6** This policy applies to athletes. For the avoidance of any doubt, this policy does not apply to coaches, match officials, team officials, administrators, or any other roles.



Ongoing Attention

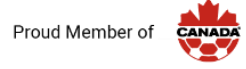
- 3.0** At all times, Ontario Soccer shall respect the Canadian Charter of Rights and Freedoms and act in a manner consistent with the Canadian Human Rights Act, 1985. Ontario Soccer also recognizes that Bill C-16 (an act to amend the Canadian human rights act and the criminal code) adds gender



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ONTARIO SOCCER
7601 Martin Grove Road, Vaughan ON, L4L 9E4
905.264.9390 ontariosoccer.net



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