

Policies and Procedures 80 – Administration

Policy Number: 80.10
Name: Travel Policy for Individuals
Origin: Finance Committee
Approved: June 1994
Approval Process: Board of Directors
Revision Date(s): December 2001, October 2003, June 2005, June 2014, August 2017, August 2018, August 2019, February 2020

PREAMBLE

- A. U SPORTS expects that all participants including Member Institutions, Regional Associations, Directors of Athletics (or equivalents), coaches, officials, student-athletes, administrators, Institution Representatives, volunteers, and others connected to our athletic programs and events uphold our core values of honesty, integrity, fair play, sincerity and honourability. All participants shall accept and actively encourage compliance with both the spirit and the letter of the rules governing U SPORTS, and shall ask for clarity on or interpretation of any rule regarding which there is uncertainty. An accepted element of the spirit of those rules is that any suspected violation be brought forward as a Complaint or be brought to the attention of the alleged violator as soon as possible, and that intentionally withholding such suspicion until a later date is against the spirit of the rules.
- B. As a legal entity, U SPORTS has the authority to establish policies to govern its own affairs and to prescribe, monitor and enforce the conduct of its Member Institutions and the conduct of other individuals involved directly or indirectly in U SPORTS activities pursuant to such policies.
- C. No action or legal proceeding may be commenced against U SPORTS in respect of a dispute unless U SPORTS has refused or failed to provide or abide by the appeal process as set out in U SPORTS' policies and all remedies available under these policies has been exhausted.

80.10.1 REGULATIONS

80.10.1.1 General

Travel Regulations of U SPORTS are based on the reimbursement of reasonable expenses necessarily incurred on U SPORTS business and subject to the following conditions:

80.10.1.2 Air Travel

80.10.1.2.1 General

- Air travel to and from the destination city shall ordinarily be reimbursed at a discount or seat sale rate by the most direct route unless availability makes traveling in economy class necessary. The traveler shall seek out the lowest available airfare cost available within 3 hours of the desired departure time.

- Travelers are encouraged to use non-direct flights when the savings are more than \$200 compared to a direct flight.
- U SPORTS will not reimburse travelers for any airport accommodation, regardless of the departure time of a given flight or the distance from the traveler's home to the airport.
- Bookings shall be made as far in advance as possible. Travelers are strongly encouraged to book tickets a minimum of three (3) weeks in advance, wherever possible, to take advantage of the lowest rate possible.
- Upgrades for air travel are not reimbursable. If a traveler wishes to upgrade, it is done at the traveler's expense.
- Enclosed as Appendix 1 to this Policy 80.10 is a chart of maximum reimbursable flight costs between cities. ***Flight costs over and above those amounts will not be reimbursed without the advance written approval of U SPORTS.*** This chart shall also be posted on www.usports.ca, and may be updated from time to time by U SPORTS at its discretion.
- Travelers can either claim expenses for a taxi/Uber to the airport, or mileage and parking for their personal vehicle but must evaluate and select the most efficient option possible. Travelers are encouraged to carpool where possible to limit cost.
- U SPORTS will cover the cheapest seat selection available on flights only (no premium or preferred).

80.10.1.2.2 Special Requests:

- If a special request is made to stay longer than the required travel dates or to return to a different destination post-trip for personal travel, U SPORTS will accommodate, however any additional costs associated with the requested changes will be billed back to the participant. The amount billed back to the participant will be the difference between the original flight cost, and the new flight cost.
- If a special request is made to fly with a specific airline, the difference in cost is to be covered by the traveler.

80.10.1.2.3 Baggage Fees & Excess Luggage

- U SPORTS will cover one (1) standard piece of baggage and any additional baggage that is required for technical purposes
- Travelers will be reimbursed for excess baggage charges only in the following circumstances:
 - When travelling with heavy or bulky materials or equipment necessary for business. If a traveler's luggage requirement is above what is permitted by the airline, and is not work-related, the excess fees will be at the traveler's costs.
 - Excess baggage charges will only be covered by U SPORTS if approved by U SPORTS prior to departure.

Note: The number of excess pieces of luggage may be restricted as per airline regulations. The passenger should confirm with the airline prior to the departure day.

- The ultimate responsibility for retrieving and compensating for lost baggage lies with the airlines. U SPORTS will not reimburse traveler for personal items while travelling on business.

80.10.1.2.4 Delays and Changes of Itineraries:

- U SPORTS will ask for final confirmation before proceeding to booking any travel on a traveler's behalf. Once travel arrangements are confirmed (by traveler or by U SPORTS on behalf of traveler), all change and cancellation will be charged to the traveler.
- In event of flight cancellations due to bad weather, the airline is not legally responsible for any costs; however, they are responsible for rebooking the passenger on the next best available flight. In the event the next best available flight is the following day, U SPORTS shall cover the cost of one night's hotel stay, in accordance with this policy. In the event the next best available flight is the same day and the passenger elects to spend the night at a hotel, the passenger shall not be reimbursed for that hotel cost. Passengers must contact their Team Lead and/or U SPORTS national office contact to inform them of the changes in order for arrangements to be made for on-site arrival of the passenger.

80.10.1.2.5 Timelines:

- All flight bookings shall be done within the deadlines provided by U SPORTS.
- Each team member will be provided with a suggested itinerary and quote. Travelers will have a strict timeframe to reply, usually between one (1) to three (3) days or for however long the fare can be guaranteed by the airline. As per airline regulations, itineraries can often not be held beyond the end of the business day and may have to be booked at a higher fare. Should the traveler be unable to confirm within that time window, the price will not be guaranteed and will likely go up.

80.10.1.2.6 Group Travel

- For FISU Games (Winter and Summer Universiades & World University Championships), group travel is preferred for both U SPORTS-run teams and Mission Staff, as it results in benefits to flexibility in names, dates, and costs. It does however also result in some limitations for individual travelers. U SPORTS is committed to finding a responsible balance between operational efficiency, proper resource management, and individual travel needs. The guidelines below have been created to help guide the booking process for Team Members who may wish to incorporate personal travel into their pre- or post-Games plans.
- U SPORTS will cover the full amount of flights from the Team member's Canadian home city to the host city and back.
- Should team members decide to travel for personal reasons, the following will apply:
 - U SPORTS will cover the equivalent of a standard group space seat from the team member's hometown to the host city and back. If personal travel costs exceed the amount allotted by U SPORTS, the overage is to be invoiced to the traveler.
 - Should personal travel costs be lower, the team member will **not** receive the difference in cash or any other means of payment.

80.10.1.2.7 Travel/Medical Insurance:

U SPORTS employees, spouses and children receive travel/medical insurance benefits under the company's Group Policy Plan when travelling on business or for pleasure. Employees should refer to the Group Policy Plan for an outline of the benefits covered.

Employees travelling outside of the country for business purposes shall take all reasonable steps to protect company property (intellectual and physical) from loss. Additionally, they shall take all reasonable steps to familiarize themselves with local laws and customs and shall protect themselves from engaging in behaviors and circumstances which may place the employee at risk.

U SPORTS will only cover travel and/or medical insurance for Mission Staff and U SPORTS-run team members travelling outside of the country in the event such insurance is not already provided through the applicable National Sport Organization or member institution, or if such Mission Staff-member or Team-member is not already covered through credit card or personal insurance.

80.10.1.3 Rail

U SPORTS shall not reimburse fares that exceed first class transportation and lower standard berth or roomette.

80.10.1.4 Vehicles

80.10.1.4.1 If private vehicles are used on U SPORTS business by staff members and others who receive an allowance based on kilometers or otherwise, vehicle owners are advised to check in advance with their own insurance agent to secure an appropriate endorsement to their policy if necessary. In circumstances where use of a private vehicle is necessary for multiple travelers, carpooling will be the preferred option where possible.

80.10.1.4.2 When use of a private vehicle is necessary due to unavailability of public transportation, mileage may be claimed at the rate of 45¢ per kilometer (72¢ per mile). When a private vehicle is needed for the purpose of traveling, reimbursement for mileage will be limited to the equivalent of one return seat sale airfare plus \$100 (to reflect savings on travel agent ticketing fees and airport taxi or parking fees which will not be incurred) or the actual mileage at 45¢ per kilometer, whichever is the lesser. The kilometer rates are maximums and lesser rates may at times be arranged.

80.10.1.4.3 Where any vehicle is used and mileage is claimed, only one person may claim the mileage. Passengers traveling in the vehicle may not claim mileage or the cost of equivalent public transportation.

80.10.1.4.4 U SPORTS will only reimburse travel for one round trip from the original location to the destination and from the destination to the original location, unless the cost of multiple round trips is less than the accommodation cost of staying at the destination. In the event a traveler elects to travel to and from the destination multiple times, only one round trip will be reimbursed unless such multiple trips cost less than staying at a hotel at the destination would cost. For example, if an official lives in Oshawa, travels to Guelph for a championship, but travels back and forth between Oshawa and Guelph four times, only one such trip will be reimbursed unless each trip costs less than a night's hotel in Guelph.

80.10.1.4.5 U SPORTS will not reimburse travelers for tolls incurred (i.e. Highway 407 charges) unless traveler has received the pre-approval of U SPORTS. Travelers should plan in advance to avoid toll highways and are encouraged to carpool where possible.

80.10.1.5 Vehicle Rental

Rental of vehicles is only authorized if a savings is evident or other means of transportation are unavailable or impractical. A brief explanation of the circumstances is required if vehicle rentals are claimed, as it must be justified as a business need and not as a matter of personal convenience.

All rentals must be for intermediate-size cars or smaller, unless four or more people are travelling together or warranted by accompanying equipment.

When renting vehicles for company business, the purchasing of optional insurance coverage is mandatory.

If the services of an individual other than an employee or chauffeur from a rental company are utilized to drive staff and athletes around, a liability waiver must be completed and signed by the individual and kept on file at U SPORTS Finance Department.

When teams arrange to use team buses, the Team Managers must request a Certificate of Liability from the transport company to ensure that sufficient liability coverage is in place (\$5 million is a guideline for the minimum liability coverage).

80.10.1.6 Meals & Per Diem

Catered group meals is the primary method of arranging for meals and should be arranged as a first choice method of arranging meals.

Meal charges are to be detailed and are to include gratuities paid to waiters to a maximum of \$55.00 per day. Where meals are provided free of charge, claimant shall deduct an equivalent amount, i.e. breakfast: \$10.00; lunch: \$20.00, dinner: \$25.00.

To minimize administration, for meetings of large groups with known plans, per diem envelopes will be prepared and distributed ahead of time where possible.

80.10.1.6.1 Per Diem for Travel

When travelling for business purposes, travelers are entitled to per diems in the following circumstances:

- If required to leave home before 8am: breakfast
- If required to be away from home between 11am and 2pm: lunch
- If not returning home by 8pm: dinner

Example: An official leaves his house at 7am to catch a 10am flight and arrives in the championship host city at 12pm – he is entitled to get per diem for both breakfast and lunch.

80.10.1.7 Accommodations

Reimbursement for hotels, motels, and other accommodations will be limited to reasonable amounts as follows: Single occupancy for non-paid U SPORTS Board, Committee members, U SPORTS senior staff (Director-level and above) and other U SPORTS VIP guests or select volunteers at U SPORTS discretion. Double occupancy for paid staff (Manager-level and below) and Officials (unless uneven numbers require single occupancy).

All employees, players, volunteers, and staff are responsible for paying their own hotel incidentals. If any incurred room expenses are deemed a U SPORTS expense, the individual must submit the proper documentation of receipts and signed expense claim form with appropriate approval to the Finance Department for reimbursement after approval.

The following in-room services will not be reimbursed by U SPORTS:

- In-room movies
- Mini-bars
- Room Services
- Personal phone calls

Note: Officials are expected to stay at the official Championship hotel for the duration of the event, even if they are local. Exceptions to this may be approved by U SPORTS.

80.10.1.8 Reimbursement of Expenses

80.10.1.8.1 General

Employees attending business meetings or events will have their pre-approved expenses paid by U SPORTS. These expenses include: transportation, accommodations, meals and any other related out-of-pocket expenses. These expenses are further discussed within this section. These expenses will be reimbursed directly to the employee involved, following their return to the office, upon proper presentation of receipts covering the expenses incurred and the submission of a signed Expense Claim Form to the Finance Department. Prior approval is required by Department lead.

U SPORTS will not reimburse any amounts for personal entertainment, sightseeing, long distance phone calls or other personal expenses.

For non-U SPORTS staff attending U SPORTS related events, U SPORTS may cover different items depending on the event. It is the responsibility of U SPORTS staff members to clearly outline with the participants what expenses will be covered by U SPORTS. A few examples are listed below:

- National Championships Officials: the National Sport Organization (NSO) will invoice the host for per diems and game fees prior to the championship. U SPORTS only covers expenses related to one round trip travel to and from the championship (baggage fee, flight, mileage, taxi, parking etc.).
- FISU Universiades Mission Staff: U SPORTS will cover the flights, or other transportation up to the cost of the flights, from the home city to the host city and back (conditions detailed in policy 80.10.1.2), taxi to and from the airport, accommodation and meals within the dates set by U SPORTS, phone expenses (phone unlocking and local SIM card and plan), and on-site transportation for business purposes.

80.10.1.8.2 Receipts

With the exception of the per diem allowance, receipts are required for all other expenses incurred.

Original receipts (or a copy of the original receipts) are required for air, bus and rail fares, accommodations, taxis, ride-share apps, and in general for all items except mileage claims, and per diems. Claims for air, bus and rail fares should be supported by the passenger's copy of the ticket.

80.10.1.9 Claim Forms

All claims are to be made on the proper U SPORTS Travel Expense Claim Form (80.10.3 or found on usports.ca).

80.10.1.10 Partial Claims

Where additional outside financial assistance is received, the source and amount shall be indicated on the Travel Expense Claim Form.

80.10.2 PROCEDURES FOR COMPLETION OF TRAVEL EXPENSE CLAIM FORM

80.10.2.1 All items must be listed in chronological order.

80.10.2.2 All items except per diems must be amply described or itemized in the description column. Expenses should be listed in the currency of the country visited and the total converted to equivalent Canadian Funds.

80.10.2.3 Receipts required under Regulation 80.10.1.9 should be stapled to the back of the claim in the order in which they appear on the claim.

80.10.2.4 Vehicle kilometers - insert actual kilometers in the column provided and extend the total of the column directly to the column for "Other Expenses" at the appropriate rate provided under Regulation 80.10.1.4.3.

80.10.2.5 Sign and date claim form.

80.10.3 Travel Expense Claim Form

An electronic copy of this form is available at <http://www.usports.ca>

80.10.4 ***In the event this Policy 80.10 is silent on whether a given travel expense will be reimbursed by U SPORTS, or in the event the wording of any provision of this 80.10 is unclear, it is the responsibility of the traveler to seek prior written approval from U SPORTS of the expense in question. If an expense is not pre-approved by U SPORTS, it will not be reimbursed by U SPORTS.***

APPENDIX 1 to U SPORTS Policy 80.10

Approved and Updated by Board September 2019

	St. John's NF	Halifax, NS	Montreal, QC	Toronto, ON	Ottawa, ON	Winnipeg, MB	Saskatoon, SK	Lloydminster, AB	Calgary, AB	Edmonton, AB	Vancouver, BC	Victoria, BC
St. John's NF		\$403.00	\$690.00	\$690.00	\$690.00	\$805.00						
Halifax, NS	\$403.00		\$575.00	\$518.00	\$460.00	\$690.00						
Montreal, QC	\$690.00	\$518.00		\$460.00	\$460.00	\$575.00						
Toronto, ON	\$690.00	\$518.00	\$518.00		\$345.00	\$575.00						
Ottawa, ON	\$690.00	\$518.00	\$518.00	\$345.00		\$690.00						
Winnipeg, MB	\$978.00	\$690.00	\$633.00	\$690.00	\$633.00							
Saskatoon, SK	\$978.00	\$805.00	\$748.00	\$690.00	\$748.00	\$403.00						
Lloydminster, AB	\$1,000.00	\$1,000.00	\$1,047.00	\$920.00	\$874.00	\$518.00	\$460.00		\$345.00	\$460.00	\$345.00	\$403.00
Calgary, AB	\$1,000.00	\$920.00	\$805.00	\$748.00	\$805.00	\$518.00	\$403.00	\$460.00		\$345.00	\$403.00	\$403.00
Edmonton, AB	\$978.00	\$920.00	\$805.00	\$748.00	\$805.00	\$403.00	\$403.00	\$345.00	\$345.00		\$403.00	\$489.00
Vancouver, BC	\$1,035.00	\$1,000.00	\$920.00	\$805.00	\$920.00	\$575.00	\$489.00	\$518.00	\$403.00	\$403.00		\$374.00
Victoria, BC	\$1,035.00	\$1,000.00	\$966.00	\$805.00	\$978.00	\$575.00	\$575.00	\$518.00	\$403.00	\$460.00	\$288.00	

Policies and Procedures
80– Administration

Policy Number:	80.20
Name:	Conflict of Interest Policy
Origin:	Executive Committee
Approved:	June 2001
Approval Process:	Board of Directors
Revision Date(s):	November 2006, February 2015, June 2015, August 2017, August 2018, February 2020

80.20.1 STATEMENT OF POLICY

80.20.1.1 Scope

This Conflict of Interest policy applies to Directors, U SPORTS employees, Contractors, U SPORTS Committee members, including members of all standing, ad hoc, selection and hiring Committees, and all hearing panel members (hereafter referred to as the “affected party or parties”) while acting on the behalf of U SPORTS. It includes, in Appendix 1, an annual declaration form in which Directors, Employees and Committee Members of U SPORTS must acknowledge that they have read this policy and agree to abide by it.

80.20.1.2 Duty

The duty of all affected parties, while acting on behalf of U SPORTS, shall be to respect and place the interest of U SPORTS ahead of and in priority to any private or personal interests held by the affected party. Appendix 2 offers additional information on Duties and Legal Liabilities of Directors of Not-for-Profit Corporations.

80.20.2 DEFINITIONS

80.20.2.1 In this policy, conflict of interest broadly refers to any situation in which an affected party has direct or indirect interest, financial or otherwise, in an organizational decision or action. Indirect interest may arise, for example, through a relative or friend. This policy also deals with situations wherein it could be perceived that an affected party is in a conflict situation as described above.

80.20.2.2 An affected party is considered to have a conflict in connection with a proposed transaction of U SPORTS in the following circumstances:

- a) the affected party has an interest in the proposed transaction in the form of a significant personal financial interest in the transaction or in any organization involved in the transaction, or holds a position as trustee, director, or officer in any such organization;
- b) a member of the immediate family has an interest in the proposed transaction in the form of a significant personal financial interest in the transaction or in any organization

involved in the transaction, or holds a position as trustee, director, or officer in any such organization (immediate family is considered to include a partner, child, brother or sister, or any person financially dependent on the Director or employee); and

- c) in any other circumstance where the affected party, any other employee or any U SPORTS member believes that a real or perceived conflict may be present.

80.20.3 REGULATIONS

- 80.20.3.1 When an affected party perceives that they have a conflict of interest, they must
 - a) disclose the conflict or potential conflict to the CEO or meeting Chair
 - b) leave the meeting while the matter creating the conflict is discussed or dealt with
 - c) take no part in any discussion or voting with respect to the matter creating the conflict
 - d) not attempt to influence any members of the meeting in its dealings with the matter
- 80.20.3.2 Affected parties must treat all discussion at Board and Committee meetings as confidential.
- 80.20.3.3 Affected parties must act in the best interest of U SPORTS. No affected party shall use their position, or the knowledge gained there from, in such a manner that a conflict between the interest of the organization or any of its affiliates and their personal interests arises.
- 80.20.3.4 The conduct of personal business between any affected party and the organization and any of its affiliates is prohibited, except when approved pursuant to this policy.
- 80.20.3.5 Neither affected parties may obtain for themselves, their relatives, or their friends a material interest of any kind from their association with the organization, except when approved pursuant to this policy.
- 80.20.3.6 It is the responsibility of the affected parties to declare circumstances where a conflict exists to the appropriate meeting Chair or CEO. Furthermore, any other employee or any U SPORTS member may identify situations where they believe that an employee or Director has a conflict.
- 80.20.3.7 The Board of Directors must approve all conflict of interest situations involving a transaction with a financial value or benefit in excess of one thousand dollars (\$1,000 Cdn).
- 80.20.3.8 Conflict situations involving transactions with a financial value or benefit less than one thousand dollars (\$1,000 Cdn) must be approved by two disinterested members of the Board of Directors, provided that such transactions do not represent a series of transactions (in such cases the series of transactions must be approved by the Board of Directors).
- 80.20.3.9 In considering conflict situations, the Board of Directors, or the two disinterested members of the Board of Directors in the case of transactions under one thousand dollars (\$1,000.00 Cdn), must consider the following:
 - a) The process of selection of the second party to the transaction and whether appropriate consideration has been given to available options.
 - b) The business needs of U SPORTS and whether such needs are best satisfied by the party presenting a conflict of interest.

- c) Whether entering into the transaction could be perceived by a reasonable person to represent an unacceptable conflict and where such perception might damage the reputation of U SPORTS.

80.20.3.10 When a transaction involving conflict of interest is being discussed, the conflicted affected party may neither be present at the meeting nor participate in any way as an advocate on their own behalf, informally or formally, unless such participation is unanimously approved by the Board of Directors or by the two disinterested members of the Board.

80.20.3.11 Approval of a transaction considered under this policy requires a unanimous vote of those present for the conflict of interest discussion. In the case of the Board of Directors, normal quorum rules will apply. In the case of the two disinterested Board members, both must be present.

80.20.4 ADMINISTRATION OF THIS POLICY

80.20.4.1 A breach of this policy shall subject to discipline under Policy 90.40 Discipline.

80.20.4.2 If an undisclosed conflict of interest arises involving a Director, Contractor, U SPORTS employee or U SPORTS committee member, the **Chair** will investigate and either:

- a) determine that a conflict or potential conflict exists and report their findings to the Board; or
- b) refer the question to the Board for determination

80.20.4.3 A determination of the Board of Directors that a conflict of interest exists or may exist shall be final binding on U SPORTS and each Director.

Appendix 1

**Director, U SPORTS Employee, Contractor and U SPORTS Committee Members
Annual Declaration**

I acknowledge that I have read and understand the Code of Conduct (90.60) and Conflict of Interest Policy of U SPORTS, including, but not limited to policy 80.20, Conflict of Interest, and agree to conduct myself in accordance with the policy.

Name (Print): _____

Signature: _____

Date: _____

Appendix 2

Duties and Legal Liabilities of Directors of Not-for-Profit Corporations

Introduction

The following synopsis is taken from a number of sources. For a more detailed discussion of the subject, readers are referred to a publication in 2002 by Industry Canada entitled “Primer for Director of Not-for-Profit Organizations: and to be found at the following website address: [https://www.ic.gc.ca/eic/site/cilp-pdci.nsf/vwapj/Primer_en.pdf/\\$FILE/Primer_en.pdf](https://www.ic.gc.ca/eic/site/cilp-pdci.nsf/vwapj/Primer_en.pdf/$FILE/Primer_en.pdf)

Duties of Directors

Directors and senior officers are accountable for their actions to the organizations they serve and often to the general public as well. Primarily they owe a duty of care to their organization and its members. The standard of care is also set out in common law and some of the applicable common law principles are summarized in the following paragraphs.

Duty of Knowledge

Directors must be aware of the requirements of the constitution and bylaws under which the corporation operates and comply with their terms with regard to both substance and timing.

Duty of Care

Directors must act in accordance with the minimum standard of care that a reasonable prudent person with the same knowledge and experience would exercise under similar circumstances and may incur personal liability where their conduct falls short of this criterion. Thus, a higher standard of care is expected of those with particular expertise, such as lawyers, accountants, physicians, social workers and business persons when addressing matters to which that expertise is relevant. The degree of diligence that a director must exercise may depend to some extent on the size and sophistication of the corporation. A director of an organization with professional management staff should not be expected to devote as much time and attention to everyday operations as a director of smaller organization without the same human and professional resources. A director who acts honestly, and meet the standards of conduct and care will not be liable for simple errors of business judgment.

Fiduciary Duty

A director is in a fiduciary relationship to the company. A fiduciary is anyone in a position of trust, and duties require a director to act honestly and in good faith and in the best interests of the company. A director must avoid any situation in which this duty and self-interest come into conflict.

Duty to Avoid Conflicts of Interest

A conflict of interest may arise where a person has a personal or shareholder interest in the same matter, or is a director of two corporations involved in the same transaction. A director who has a direct or indirect

interest in a proposed contract that requires board approval must disclose this interest to the board at the meeting at which the matter first arises and not participate in or influence the decision-making process.

A Director's Exposure to Legal Liability

A director may be held personally liable for a variety of errors, omissions, and wrongful acts that may be committed by the company. There are over 200 statutes that govern or impose obligations and duties on directors. The most common concerns relate to employee wages and remittances; a director may be held personally liable to unpaid employees' wages and salaries and for any amount of employee income tax, EI, CPP, or GST payments, including penalties, not remitted by the corporation, for a period of up to six months.

The Directors of the company are responsible for ensuring that it complies with applicable laws, its letters patent and its by-laws. Directors who disagree with a proposed action or decision of the board should protect themselves against potential liability by voting against the action or motion and making sure that the dissenting vote is recorded in the minutes of the corporation.

Members of a Board of Directors face exposure to liability for any of their own actions that are inconsistent with the duties owed by directors to the corporation they serve. This includes:

Criminal Liability – The Criminal Code of Canada defines criminal and quasi-criminal action of directors (i.e., fraud or conspiracy by the director or the organization) and includes consequences such as fines, imprisonment or both.

Civil Liability – civil liability generally only results where a director has personal participation in the offense or has authorized the offence.

Statutory Liabilities – Various statutes can impose personal liability on Directors such as in employment or environmental matters or harassment under Human Rights Legislation.

Protection of Directors

Indemnification can be provided by the corporation in the form of compensation for any loss incurred for liabilities arising from the performance of their duties within the scope of their authority and as long as they have acted in good faith, except those arising from willfully negligent actions such as breaches of standards of care or statutes and suits lodged by the corporation itself against the director.

Policies and Procedures

80 – Administration

Policy Number:	80.30
Name:	Personal Information Protection Policy
Origin:	Board of Directors
Approved:	August 2004
Approval Process:	Board of Directors
Revision Date(s):	June 2005, September 2016, August 2017, August 2018

80.30.1 COMMITMENT TO PROTECTING PERSONAL INFORMATION

U SPORTS is committed to protecting the privacy of the student-athletes and others who participate in its events and use its services. This Personal Information Protection Policy (the “Policy”) describes the policies and practices of U SPORTS with respect to the collection, use and disclosure of personal information. The Policy may be updated from time to time, with updates approved by U SPORTS Board of Directors to reflect developments in practices, new technology or the law. Updates will be made available in the same ways as the Policy. Our collection, use and disclosure of personal information will be governed by the version of this Policy in effect at the time.

80.30.2 Personal Information

For the purposes of this Policy, personal information is any information that can be used to distinguish, identify or contact a specific individual. Personal information includes, for example, name, date of birth, home address, telephone number, email address, academic and athletic information, health and medical information, or interests of an individual. Personal information does not include the name, position or business address or telephone number of an employee of an organization.

This Policy applies to personal information of student-athletes, donors and other individuals who have expressed an interest in U SPORTS or have participated in an event sponsored or organized by U SPORTS. The personal information that U SPORTS generally collects and uses includes: name, address, telephone number, e-mail address, banking or credit card information (card number, type and expiry date). From student-athletes, U SPORTS also collects information related to the student-athlete’s involvement with U SPORTS, such as their date of birth, weight, height, citizenship, health and medical information, academic information (including transcripts), athletic history and the student-athlete’s photograph.

80.30.3 ACCOUNTABILITY

U SPORTS is responsible for all personal information under its custody or control, including information that it may transfer to a third party for processing. The Chief Operating Officer of U SPORTS has been appointed as Privacy Officer for U SPORTS. The Privacy Officer may delegate day-to-day responsibility for administration of this Policy to other employees but the Privacy Officer remains accountable for U SPORTS’ handling of personal information.

The Privacy Officer may be contacted at: 45 Vogell Road, Richmond Hill, Ontario L4B 3P6; 1.905.508.3000 ext 231.

U SPORTS is responsible for personal information sent to third parties who provide services to U SPORTS. U SPORTS requires any such third parties to use the personal information only for the purposes for which it is provided to them, and to protect the privacy of the personal information in accordance with privacy laws and in a manner that is consistent with this Policy.

U SPORTS stores and processes personal information in Canada.

80.30.4 INFORMATION RECEIVED FROM OTHER SOURCES

U SPORTS may receive personal information directly from student-athletes, or from U SPORTS members who collect that information from student-athletes, who wish to participate in sporting events, programs, meetings, conferences, workshops, seminars or other events organized or sponsored by U SPORTS (hereinafter “U SPORTS events”). When U SPORTS receives personal information from U SPORTS members who collect that information from student-athletes, we ask the organization to provide only personal information of individuals who have consented to the sharing of their information. If U SPORTS is contacting you based on information received from a U SPORTS member, we will ask you whether you wish to receive further communications from U SPORTS and we will respect your wishes. U SPORTS will explain at that time the consequences of declining to receive further communications.

80.30.5 PURPOSES FOR COLLECTING AND USING PERSONAL INFORMATION

80.30.5.1 Student-athletes participating in U SPORTS events.

U SPORTS collects and uses personal information for the following purposes:

- a) to ensure compliance with U SPORTS regulations, including U SPORTS Eligibility and Drug Education & Control Regulations;
- b) to process registration with U SPORTS and for specific U SPORTS sanctioned Events;
- c) to carry out the organization and administration of U SPORTS Events;
- d) to advise student-athletes about U SPORTS Events and other events of reputable organizations that may be of interest to them;
- e) to contact student-athletes for the purpose of conducting surveys relating to the quality of U SPORTS Events;
- f) to honour student-athletes for athletic and academic excellence through special awards and student-athlete profiles;
- g) to provide the names of attendees of U SPORTS events to all organizations who participate in a U SPORTS event and to allow such organizations to advise attendees of any side meetings, symposia or other activities related to the event;
- h) to invite student-athletes to future U SPORTS Events that are likely to be of interest to them;
- i) to develop and issue media releases on student-athlete’s doping infractions;

- j) to assist U SPORTS' broadcast partners in telling U SPORTS student-athletes' stories; and
- k) to manage U SPORTS business and inform U SPORTS decisions.

U SPORTS will collect individual's consents separately with respect to sending any "commercial electronic messages" as defined in Canada's anti-spam legislation, found at S.C. 2010, c. 23, as amended ("CASL").

80.30.5.2 Donations

U SPORTS collects donations from individuals who wish to support the organization. For the purpose of such donations U SPORTS collects the name, the contact information and the credit card information of the donor. This information is used only to process and administer donations and issue tax receipts.

80.30.6 USE AND DISCLOSURE OF PERSONAL INFORMATION

80.30.6.1 U SPORTS uses and discloses personal information in the following circumstances:

- a) To streamline the administration and registration process for student-athletes wishing to participate in U SPORTS sanctioned Events, U SPORTS occasionally discloses personal information to its members (e.g. the post-secondary institutions of learning attended by the student-athlete) and to other athletic associations or organizations that are involved in or associated with U SPORTS Events, such as the International University Sports Federation. Once information has been passed to U SPORTS members (or to any other organization in accordance with this Policy), it is no longer in the control of U SPORTS and becomes subject to the privacy practices and procedures of the recipient organization.
- b) For the purposes of administering its Doping Control Program and issuing press releases, U SPORTS discloses personal information of student-athletes to the Canadian Centre in Ethics and Sport. Student-athletes wishing to participate in U SPORTS sporting events or competitions cannot withdraw their consent to such a disclosure. If a student-athlete withdraws his or her consent to such a disclosure, U SPORTS cannot determine the student-athlete's eligibility and therefore the student-athlete cannot participate in the sporting event or competition.
- c) U SPORTS occasionally discloses the name, photograph, academic institution, program and year of study, sport(s), athletic and academic accomplishments and interests, and career information of student-athletes to the media and the general public (via U SPORTS' website and other U SPORTS publications) for the purpose of televising, streaming, or otherwise broadcasting U SPORTS events and for honouring student-athletes for athletic and academic excellence through awards and other honours. Such information is also made available to the general public on U SPORTS' website, to provide updated information on student-athletes.
- d) Personal information of student-athletes, such as their name, address and telephone number may be disclosed from time to time to persons and organizations involved in the recruitment and drafting of athletes.
- e) U SPORTS also occasionally discloses personal information of student-athletes to other organizations or companies that provide information or sponsor events likely to be of interest to student-athletes.

- f) U SPORTS publishes, for each U SPORTS sporting event, programs in which are listed the names, sporting event, university, hometown, date of birth, height, weight and other personal statistics of student-athletes, as well as the date and time of the event in which they are participating.
- g) U SPORTS discloses personal information of student-athletes and other individuals who have expressed an interest in U SPORTS or have participated in an event sponsored or organized by U SPORTS to third party service providers who process information on U SPORTS' behalf. U SPORTS requires all such service providers to agree to handle personal information in accordance with applicable laws.

80.30.6.2 On U SPORTS' Student-Athlete Acknowledgement Form, student-athletes have the opportunity to opt out of the disclosure and use of their personal information for the purposes outlined above (except for the purposes of administering the Canadian Anti-Doping Program; administering U SPORTS' athletic financial awards review/audit system; investigation or reporting as required by Policy 90.30; and competition broadcast or streaming). In addition, a student-athlete may withdraw consent at any time by contacting the U SPORTS' Privacy Officer. U SPORTS' takes careful steps to ensure it complies with individuals' wishes with respect to disclosure and use of their personal information. U SPORTS will explain the consequences of withdrawing consent.

80.30.6.3 Other than as outlined here, and as permitted or required by law, U SPORTS does not disclose personal information of student-athletes or of any other individual who has expressed an interest in U SPORTS or has participated in an event sponsored or organized by U SPORTS, unless it has that person's consent.

80.30.7 CONSENT
U SPORTS uses personal information only with the consent of the individual, except as otherwise permitted or required by law. When a student-athlete or other individual registers for a U SPORTS Event or otherwise provides U SPORTS with personal information, the individual will be given an opportunity to opt out of receiving further information from U SPORTS or from any third parties. In addition, an individual may withdraw their consent to the use of personal information for any purpose at any time by contacting U SPORTS at the address above in 80.30.3. U SPORTS will explain the consequences of withdrawing consent.

80.30.8 WEBSITE
U SPORTS provides information and some services via its website and its online member services portal (collectively, the "Site"). By using the Site, users agree that information may be collected, used and disclosed in accordance with this Policy.

80.30.8.1 Cookies
The Site uses cookies, which are small amounts of data that are transferred to a user's browser. Cookies are used to customize the site to an individual's interests or to retain personal information, such as a password, for the next visit. A user can set his or her browser not to accept cookies and still access the Site, although as a result certain areas of the Site may be unavailable or difficult to use.

80.30.8.2 Non-Personal Information

As is typical with many websites, the Site automatically collects certain non-personal information regarding website users, such as the date and time a user linked to the Site. The Site also collects non-personal data which is used for system administration purposes and to update the Site.

80.30.8.3 Forms, email, etc.

Individuals may provide U SPORTS with personal information when completing forms or contacting U SPORTS via email. Once U SPORTS receives such information via email or U SPORTS' website, the information is stored in a secure environment. Users' personal information will not be used or disclosed unless permitted by law or the user's consent obtained. You should be aware that email is not a 100% secure medium, and you should be aware of this when contacting us to send personal or confidential information.

80.30.8.4 Links

The Site contains links to other third-party websites, such as those of other sport associations and federations. These links are provided for the convenience of users. U SPORTS has no responsibility or liability for or control over those websites or their collection, use and disclosure of personal information.

80.30.9 ACCURACY

U SPORTS seeks to ensure that the personal information it uses is accurate and up to date. Please assist us by advising U SPORTS' Privacy Officer of any inaccuracies you notice so that we may make appropriate corrections.

80.30.10 LIMITING RETENTION OF PERSONAL INFORMATION

U SPORTS retains personal information as long as it is needed for the purpose for which it was collected and in order to meet legal and regulatory requirements.

80.30.11 SAFEGUARDS

U SPORTS protects personal information against such risks as loss or theft, unauthorized access, disclosure, copying, modification and destruction by using appropriate security measures. U SPORTS employees with access to personal information are required to respect the confidentiality of that information pursuant to their employment agreement with U SPORTS. Employees also participate in privacy training. U SPORTS implements methods of protecting personal information that include limiting access to the information, restricting access to offices where information is held and technological measures such as passwords.

80.30.12 ACCESS

An individual may request access to the personal information held about them at any time by contacting the Privacy Officer at 1.905.508.3000 ext 231. U SPORTS will endeavour to respond to any such request as quickly as possible and, in any event, within the legally required time periods. Subject to certain exceptions and limitations prescribed by law, an individual will be given access to any personal information U SPORTS holds about themselves. U SPORTS will correct or amend personal information that is shown to be incomplete or inaccurate.