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This is Exhibit "A" referred to in the  
affidavit of Brandon O'Grady  
sworn before me, this 15  
day of June, 2016  
[Signature]  
A commissioner for taking affidavits

## **ARTICLE 1**

### **NAME AND PRINCIPAL OFFICE**

#### **1.1 NAME**

The name of the association shall be Ontario Hockey League, hereinafter called "League", operated by Ontario Major Junior Hockey League, a corporation. The word "League: herein shall refer to the "Ontario Hockey League", unless otherwise specified.

#### **1.2 PRINCIPAL OFFICE**

The principal office of the League shall be located in the City of Toronto, in the Province of Ontario, or at such other place as may be designated by a vote of at least  $\frac{3}{4}$  of Members. The League may have such additional offices as it may require from time to time, subject to the approval of  $\frac{3}{4}$  of Members.

## **ARTICLE 2**

### **PURPOSES AND OBJECTS**

The purposes and objects for which the League is organized are to:

- 2.1 Present the game of hockey to the public with high standards of skill, fair play, integrity and good sportsmanship;
- 2.2 Provide an opportunity for young players to develop their hockey skills, interests and education;
- 2.3 Promote the interests of hockey;
- 2.4 Protect the interests of each Member and its players;
- 2.5 Establish rules governing the conduct of play of hockey games between Members' Teams.
- 2.6 Govern the relationships between Members, between players and Members, between Members and the League, and between Members and hockey teams of other leagues;
- 2.7 Arbitrate and settle disputes among all participants of and in the League;
- 2.8 Have a positive impact on the communities in which Members are based; and
- 2.9 Operate the League on a not for profit basis.

## ARTICLE 3

### MEMBERSHIP

#### 3.1 MEMBERS

Membership in the League shall be limited to members as herein designated, and such new members as may be hereafter duly elected. (The current members and such new members are hereinafter called "Members".) The Members of the League, each of whom holds a membership for the operation of a hockey team (the "Team) in the city and under the Team name set opposite its respective name, are as follows:

<b>NAME OF MEMBER</b>	<b>LOCATION</b>	<b>TEAM NAME</b>
Barrie Colts Junior Hockey Ltd.	Barrie	Colts
Belleville Sports and Entertainment Corp.	Belleville	Bulls
Brampton Battalion Hockey Club Ltd.	Brampton	Battalion
Erie Hockey Club Ltd.	Erie	Otters
Guelph Storm Hockey Club Ltd.	Guelph	Storm
Kingston Frontenacs Hockey Club Ltd.	Kingston	Frontenacs
Kitchener Ranges Jr. A. Hockey Club	Kitchener	Rangers
London Knights Hockey Inc.	London	Knights
SMC Hockey Corp.	Mississauga	Majors
IceDogs Hockey Club Inc.	St. Catharines	IceDogs
Generals Hockey Inc.	Oshawa	Generals
Ottawa 67's Hockey Club (1998) Ltd.	Ottawa	67's
1411914 Ontario Ltd.	Owen Sound	Attack
Peterborough Petes Ltd.	Peterborough	Petes
Compuware Sports Corp.	Plymouth	Whalers
Saginaw Hockey Club L.L.C.	Saginaw	Spirit
649643 Ontario Inc.	Sarnia	Sting
Soo Greyhounds Inc.	Sault Ste. Marie	Greyhounds
Sudbury Wolves Hockey Club Ltd.	Sudbury	Wolves
Windsor Spitfires Inc.	Windsor	Spitfires

### **3.2 DUTY OF MEMBER**

3.2.1 Each Member shall maintain and operate a Team of the highest possible calibre based in the city for which the membership has been issued, for the purpose of engaging annually in a schedule of Regular Season and Playoff games with the Teams of other Members.

3.2.2 Each Member assumes and agrees to be bound by the following obligations of membership in the League and shall ensure that all owners, officers, stockholders, directors, or partners therein, as well as any other person owning any interest in such Member, comply therewith:

- (a) To be bound by and observe all decisions of the Commissioner in all matters within his jurisdiction;
- (b) To be bound by and observe all decision, rulings, and action of the Board of Governors and Executive Committee of the League in every matter within the jurisdiction of such Board or Committee, as the case may be;
- (c) To be bound by and observe all the terms and provisions of the Constitution, By-Laws, Regulations and agreements of the League as now or hereafter in effect;
- (d) To ensure that every contract entered into by the Member with a third party complies, is consistent with and subordinate to, the Constitution, By-Laws, Regulations and agreements of the League; and
- (e) To accept appropriate sanctions, including, but not limited to, expulsion, suspension or monetary fines, for violation of the terms and provisions of such Constitution, By-Laws and Regulations.

### **3.3 ELIGIBILILTY FOR MEMBERSHIP**

Any person, firm, association or corporation of good repute and financial responsibility and possessing the other requirements set forth herein shall be eligible for membership in the League.

### **3.4 APPLICATION FOR MEMBERSHIP**

3.4.1 Each applicant for membership shall make a written application to the League in the form prescribed by the League from time to time. The application shall include a statement that upon and in consideration of election to membership, the applicant will subscribe to an agree to be bound by the League's Constitution, By-Laws, Regulations, and agreements then and thereafter in effect. The application

shall also acknowledge a willingness and ability to pay the applicable fee for membership as established by the Board of Governors of the League from time to time, and, if required by the League, a guarantee in form satisfactory to the League.

3.4.2 The written application shall be accompanied by a certified cheque for an amount established by the League from time to time. Such cheque shall act as a deposit, to be applied against the fee for membership if the application is approved, or to be retained by the League as a contribution to the costs of the League in considering the application if the application is not approved. Such written application shall also be accompanied by a contract executed by the applicant (and such other parties as may be required by the League) in a form prescribed by the League agreeing with the League to be bound by and observe all of the terms and provisions of the Constitution, By-Laws, Regulations and agreements of the League as now or hereafter in effect.

3.4.3 The amount received by the League as a fee for membership shall be divided in equal shares among Members of the League existing immediately prior to the application, or as otherwise directed by the Board of Governors, within thirty (30) days of the unconditional granting by the League of the membership.

### **3.5 ELECTION TO MEMBERSHIP**

3.5.1 The consent of at least  $\frac{3}{4}$  of the Members shall be required for election to membership.

3.5.2 No new membership shall be granted to any applicant within any Member's Home Territory as defined in Article 4 hereof or within eighty (80) kilometers of any Member's Home Territory without the written consent of such Member.

3.5.3 the Board of Governors, by an affirmative vote of at least  $\frac{3}{4}$  of the Members, shall determine from time to time the amount that shall be paid for a membership in the League.

### **3.6 CERTIFICATE OF MEMBERSHIP**

3.6.1 Each Member in good standing shall be entitled to a Certificate of Membership signed by the Commissioner, certifying that such Member is a Member of the League and holds a membership from the League to operate a hockey team in a designated Home Territory.

3.6.2 Such Certificate of Membership shall be non-assignable and non-transferable, except as provided in Section 3.7.

### 3.7 TRANSFER OF MEMBERSHIP OR INTERESTS THEREIN

3.7.1 In the event that a Member wishes to sell their franchise and / or change the de facto or de jure control of their franchise, prior to taking any action, the Member must firstly advise the League of their intention.

3.7.2 Except as provided in Section 3.11.2, no membership or interest therein (whether direct or indirect) which has the effect of changing the de facto or de jure control of the Member may be sold, assigned, or otherwise transferred in whole or in part during the first three years following the date on which the membership held by the Member was first granted by the League. In all other cases, no membership or interest therein (whether direct or indirect) may be sold, assigned, or otherwise transferred except with:

- (a) The consent of at least  $\frac{3}{4}$  of the Members; and
- (b) The condition that the transferee will agree in writing that it will at all times be bound by and comply with all the terms, provisions and conditions of this Constitution, the Rules of the League, its Regulations and all agreements entered into by the League then or thereafter in effect; and
- (c) The condition that the transferee shall agree in writing to assume or guarantee to pay all debts, liabilities and obligations of the transferor existing at the date of the transfer; and
- (d) Compliance with the provisions of Article 3.7.2;

Provided that this Article shall not apply to a transfer which does not result in any person directly or indirectly having either (i) more than a five percent (5%) interest in the Member in total or (ii) de jure or de facto control of the Member.

3.7.3 No membership may be sold or transferred without the League having the first right of refusal. Accordingly, an agreement to sell or transfer a membership shall be made expressly subject to the first right of refusal of the League. Upon receiving written notice of a Member's intention to sell or transfer, including all terms of the proposed sale or transfer, the League shall have thirty (30) days within which to elect to purchase or acquire the membership on the same terms and conditions set forth in such notice. If the League has so elected, the transferor shall complete the transfer or sale to the League in such terms and conditions.

3.7.4 Transfer of membership shall not release the transferor of any of its debts, liabilities, or obligations to the League existing at the date of transfer.

3.7.5 Upon transfer of membership any and all interest of the transferor in and to any and all funds and other assets of the League shall vest in the transferee.



### **3.8 TRANSFER UPON DEATH**

If an owner of a Member or of an interest therein dies, such ownership or interest may be transferred to a member of the immediate family of the deceased without requiring the consent or approval of the Members of the League or the Commissioner, provided such member of the immediate family would otherwise meet the admission requirements of the League. The immediate family, for the purpose of this paragraph, shall mean the spouse, child, parent, sibling, or any other lineal descendent of the deceased donor. Any person other than a member of the immediate family receiving such an interest, whether by will, intestacy, or otherwise, must first be investigated by the Commissioner in such manner as deemed appropriate. Upon the completion thereof, the Commissioner shall submit such transfer to the Members for approval or for action pursuant to Article 3.7.2 and shall accompany the same with his recommendation thereon. No such transfer shall be effective unless first consented to by at least  $\frac{3}{4}$  of the Members.

### **3.9 SHARES OF A PUBLIC CORPORATION HAVING A FINANCIAL INTEREST IN A MEMBER**

The shares of a public offering company may be transferred without the approval of the Members, except when the transfer of such shares would constitute a transfer of the control of that company, whether de facto or de jure, in which case such transfer must be approved in advance in accordance with Article 3.7 hereof.

### **3.10 VOTE ON ADMISISON OR TRANSFER**

The vote for election of new Members, transfer of location of a membership, transfer of a membership, transfer of an interest in a Member, or withdrawal of a Member, may be taken at any Meeting of the Board of Governors, provided ten (10) days notice thereof has been given to each Member, or by a mail ballot of the Members signed by the Members and delivered to the Commissioner.

### **3.11 VOLUNTARY WITHDRAWAL**

Any Member may withdraw from the League with the consent of at least  $\frac{3}{4}$  of all Members by either:

- 3.11.1 Assigning its membership upon terms and conditions of Section 3.7, or
- 3.11.2 Tendering its written resignation to the Commissioner, and
  - (a) Surrendering its Certificate of Membership;
  - (b) Making full payment of any and all dues or debts owing to the League and

its Members, of any and all amounts owing to employees or players (including, suppliers, contractors and others in connection with the membership and to any organized Hockey Association or its teams;

(c) At the option of the League, assigning to the League, or its nominee, all players' contracts for the withdrawing Member, and the lease, if any, of its playing arena, if and to the extent the lease is assignable; provided, if the League so elects to take an assignment of the lease, the League agrees to assume all the terms and conditions of said lease on the withdrawing Member's part to be performed after the date of such assignment; and

(d) Waiving in writing any claim to any and all funds and other assets of the League.

3.11.3 Following the filing of the notice of withdrawal with the commissioner in accordance with Section 3.17, and the approval thereof as set forth in this Article, withdrawal shall become effective as of June 1 immediately ensuing.

3.11.4 If the withdrawing Member fails to comply with any of the above provisions covering payment of debts, the League may deduct from said withdrawing Member's share of fund which would otherwise be payable to such Member, first all debts due to the League, then the other debts set forth above, pro rata.

3.11.5 All claims by Members against a withdrawing Member must be filed with the Commissioner within thirty (30) days after the resignation is accepted. In case any claim is contested by the withdrawing Member, the determination of the Board of Governors as to the withdrawing Member's obligations shall be final. Nothing herein contained shall be construed as creating any obligation or liability on the part of the League, its officers, or Governors to any person, corporation, or association having or asserting a claim against such withdrawing Member.

### **3.12 INVOLUNTARY TERMINATION**

3.12.1 A membership shall terminate automatically if the Member shall do or suffer any of the following:

(a) Become insolvent or make a general assignment for the benefit of creditors;

(b) File a petition in bankruptcy or have such a petition filed against it and consented to by the Member;

(c) Be adjudicated bankrupt;

(d) Have a bill in equity or other proceeding for the appointment of a receiver

or custodian;

- (e) Have a receiver or other custodian (permanent or temporary) of the Member's assets or property, or any part thereof, be appointed by any court of competent jurisdiction;
- (f) Have a proceedings for a composition with creditors under any provincial or federal law be instituted by or against the Member;
- (g) Have a final judgment remain unsatisfied or of record for thirty (30) days or longer after all appropriate appeals have been exhausted (unless supersedeas bond is filed);
- (h) Have execution levied against the Member's business or property;
- (i) Have a suit to foreclose any lien or mortgage against the premises or equipment instituted against the Member and not dismissed within thirty (30) days;
- (j) Have the real or personal property of the Member's business be sold after levy thereupon by any sheriff, marshal or constable.

3.12.2 A membership may be suspended or terminated with the consent of at least  $\frac{3}{4}$  of all Members if a Member shall do or suffer any of the following:

- (a) Violate the provisions of this Constitution or the By-Laws, Rules, and Regulations or agreements of the League and such violation has not been cured to the satisfaction of the League within fifteen (15) days of written notice from the League of such violation;
- (b) Fail to pay any dues or other indebtedness owing to the League within thirty (30) days after written notice from the Commissioner of default in such payment;
- (c) Fail or refuse to fulfill its contractual obligations in such a way as to affect adversely the League or its Members or the reputation or image thereof and such failure or refusal is not cured to the satisfaction of the League within fifteen (15) days of written notice from the League of such failure or refusal;
- (d) Wager or have an interest in any pool or wager on any game in which a Member participates, or allow such activity by any of its owners, directors, officers, employees, and / or representatives;
- (e) Permit open betting, or gambling of any kind, in or upon any premises owned, leased, operated or otherwise controlled by the Member, except in accordance with applicable law and approved by the Commissioner;
- (f) Offer, agree, conspire or attempt to cause the loss of any game participated in by any Member, or fail to suspend immediately any officer, player or

other employee of the Member who has been involved in any of the above;

(g) Fail to remain a Member of the League as at present except in the case of an approved transfer of its membership or an interest therein as provided in Section 3.7 hereof, or a transfer of an interest in the Member as provided in Section 3.8 and 3.9 of this Article;

(h) Disband its Team during the Season, disband its business organization or cease its business operations at any time;

(i) Fail to present its Team at the time and place it is schedule to play in a game, unless such failure is caused by unavoidable accident in travel or conditions beyond the control of the Member or its officers; or

(j) Fail to meet its obligations to the League as prescribed herein and such failure is not cured to the satisfaction of the League within fifteen (15) days of written notice from the League of such failure.

### **3.13 TERMINATION PROCEDURE**

A membership may be suspended or terminated on the occurrence of any of the events described in Section. 3.12 hereof by the following procedure:

3.13.1 Any Member of the League or the Commissioner may prefer charges that a Member has violated a provision or provisions of Section 3.12. such charges shall be made in writing and shall be filed with the Commissioner, who shall serve a copy thereof by Registered Mail upon the Member against whom such charges have been made, and upon the other Members.

3.13.2 The Member so charged shall, within ten (10) days after receipt of the charges, file with the Commissioner its written submission with respect thereto. The Commissioner shall thereupon transmit such submission to the other Members of the League.

3.13.3 If, within fifteen (15) days after such submission is filed, a majority of the Governors shall not direct the Commissioner, in writing, to call a meeting of the League to hear the charges, the charges shall be dismissed. If a majority of the Governors favour a hearing upon the charges, they shall direct the Commissioner to call a Special Meeting of the League to hear the charges, to be held not more then twenty (20) days after the filing of the accused Member's submission with the Commissioner.

3.13.4 At such hearing the Chair shall preside, unless the Chair represents the Member charged, in which situation the Vice-Chair shall preside.

3.13.5 At such hearing the Member so charged shall have the right to appear in

person and be represented by counsel. Strict rules of evidence as practiced in the courts shall not apply, and any relevant sworn testimony under oath and documentary evidence, other than hearsay testimony, submitted at the hearing shall be received and considered. Either the complainant or the Member charged shall be entitled to an adjournment for a reasonable time, to enable it to present rebuttal evidence.

3.13.6 After duly considering all the evidence the Members shall vote to decide whether the charges have been sustained.

3.13.7 If a majority votes to sustain charges a vote shall next be taken to decide whether the Member charged should be expelled from the League. The consent of at least  $\frac{3}{4}$  of the Members shall be required for expulsion.

3.13.8 Calculation of a majority of at least  $\frac{3}{4}$  of the Members for the purposes of this section shall be based on the entire membership including the Member charged.

3.13.9 The decision of the League, made in accordance with the foregoing procedure, shall be final and binding.

### **3.14 EFFECT OF TERMINATION**

Upon termination of a membership, the lease of the playing arena, if and to the extent the lease is assignable, shall be, at the option of the League, assigned to the League or its nominee, and all interest of such terminated Member in and to any and all funds, property rights, and interests of, or in the possession of, the League, shall be forfeited to and vest in the League, as liquidated damages for expenses of meetings, hearings for disruption of schedules, expenses or acquiring replacement, and other costs. Such Member forfeits and releases to the League all funds in possession of the League which would otherwise have been paid or payable to the Member.

### **3.15 EFFECT ON PLAYER CONTRACTS**

Upon termination of a membership other than by a transfer of membership in accordance with Section 3.7, title to the contracts of all Players then under contract to the terminated Member or its Team shall, at the option of the League, thereupon vest to the League, to be disposed of as the League may determine.

### **3.16 FINING IN LIEU OF TERMINATION**

In lieu of suspending or terminating a Member for offenses set forth in Section 3.12.2 of this article, an affirmative vote of at least  $\frac{3}{4}$  of the Members will allow for the

imposition of such fine as shall be considered commensurate with the offense and injury, which fine may be made payable, in whole or in part, either to any other Member or Members as compensation for damages sustained by it or them by reason of such act or acts of omission or commission by such offending Member or to the League.

### **3.17 APPLICATION PROCEDURE**

3.17.1 An application for (a) membership in the League pursuant to Section 3.4, (b) transfer of membership or an interest therein pursuant to Section 3.7, or (c) withdrawal from membership pursuant to Section 3.11, shall be in writing and received by the Commissioner at least sixty (60) days prior to the regularly scheduled Meeting at which the application is to be considered. An application for change of location of a Member pursuant to Section 4.3 shall be in writing and received by the Commissioner on or before December 31<sup>st</sup> in the year preceding the commencement of the Season in which the applicant's team is intended to play in the new location. All applications pursuant to this Article 3 shall be accompanied by a certified cheque payable to the League in the amount of the applicable fee established by the League from time to time for the consideration of such applications.

3.17.2 The application shall be in the form prescribed by the League from time to time and shall provide full and honest disclosure with all information, materials and documents needed to enable Members to make a fully informed decision. Applicants shall respond promptly and fully to all questions and requests for further information from the Commissioner.

3.17.3 No transfer or change which is the subject of any application to the League shall be scheduled by the applicant to be effective or completed until after the approval of the League has been granted, or during the playing season of the League or at any time inconvenient to the operation of the League or its Members, as deemed by the Commissioner.

### **3.18 DISSOLUTION**

3.18.1 The League may be dissolved at any time by the consent of at least  $\frac{3}{4}$  of all Members of the League.

3.18.2 Upon dissolution the assets of the League shall be equally distributed among the Members in accordance with their respective interests therein.

## **ARTICLE 4**

### **TERRITORIAL RIGHTS**

#### **4.1 DEFINITIONS**

For the purpose of this article:

4.1.1. "Home Team" means the Team of the Member at whose arena a game is played.

4.1.2 "Visiting Team" means the Team of a Member which is playing at the arena of another Member.

4.1.3 "Home Territory" with respect to any Member means each Member shall have exclusive territorial rights in the city or municipality or borough in which it is located as described in the Certificate of Membership, with respect to the playing of League games.

4.1.4 "News" includes reports, descriptions and accounts of hockey games.

4.1.5 "Broadcasts" and "broadcasting" means and includes publications or dissemination by radio, telephone, television, internet or any other technical innovation now or hereafter discovered.

#### **4.2 TERRITORIAL RIGHTS OF LEAGUE**

4.2.1 The League shall have exclusive control of the playing of hockey games by Members' Teams in the Home Territory of each Member, subject to the rights hereinafter granted to Members.

4.2.2 Subject to the terms of this Constitution, the Members shall have the right to agree to operate Teams and participate in League games in their respective Home Territories.

#### **4.3 VENUE CHANGE**

4.3.1 Temporary relocation of the rink at which a Member's games are to be played shall be subject to the approval of the Commissioner.

4.3.2 An application by a Member to permanently relocate its Team to another rink in its Home Territory for the playing of its home games shall be made in writing to the League, describing the location, seating capacity, dimensions of ice surface, parking facilities of the rink, and all other information as may be require by the League.



4.3.3 An affirmative vote of  $\frac{3}{4}$  of the Members shall be required for relocation to a rink where the facility and parking do not comply with the minimum specifications set out in the By-Laws.

4.3.4 The location of a Member's home arena or membership may not be transferred from the Member's Home Territory except with the consent of at least  $\frac{3}{4}$  of all Members and the consent of any Member whose Home Territory is within eight (80) kilometers of the proposed new location.

#### 4.4 **TERRITORIAL RIGHTS OF MEMBERS**

4.4.1 Each Member shall have exclusive control of the playing of hockey games by Members' Teams within its Home Territory.

4.4.2 No Team shall be permitted to play games, except regularly scheduled League games with the Home Team, in the Home Territory of a Member without such Member's consent.

4.4.3 No membership shall be granted within the Home Territory of a Member or within eight (80) kilometers of a Member's Home Territory without the written consent of such existing Member.

4.5 The rights of the League and its Members with regard to television, radio, internet, sponsorship and merchandising shall be as set forth in the Media and Intellectual Property Manual which is hereby incorporated by reference into these Articles.

## **ARTICLE 5**

### **GOVERNORS**

#### **5.1 BOARD OF GOVERNORS**

The Board of Governors shall be the governing body of the League. It shall establish the policies of the League, and uphold the Constitution, By-Laws, and Regulations, and agreements entered into by the League, as provided herein.

#### **5.2 APPOINTMENT OF GOVERNOR**

5.2.1 Each Member shall appoint a Governor and an Alternate Governor who shall have the same authority in such Governor's absence, subject to the provisions set forth in Article 5.3.

5.2.2 Such appointment shall be made in writing in form designated by the League for such purpose and signed by the Member, and a true copy thereof shall be filed with the Commissioner.

5.2.3 In the event of a Governor and Alternate Governor being unable to attend a meeting, the Member may appoint by a similar writing filed with the Commissioner another alternate to represent it at such meeting with all the powers of a Governor.

5.2.4 Any Member may at any time revoke in writing the appointment of its Governor and, subject to the provisions set forth in Article 5.3, appoint another Governor to represent it in writing, filed with the Commissioner.

#### **5.3 QUALIFICATIONS OF GOVERNORS**

5.3.1 Except for a person who was a Governor of an OHL team during the 2012-2013 OHL season, a Member may not appoint a Governor who is not a) the beneficial owner directly or indirectly of at least 15% of the equity in the Member, or b) the beneficial owner directly or indirectly of at least the same percentage of the equity in the Member as all other owners, or c) in the case of a community-owned Member or a Member owned by a corporation without share capital, the full-time Chief Operating Officer, or equivalent position, with that team, or d) in the case of a Member owned by an NHL team or by a public corporation, a full-time senior officer of that NHL team or public corporation.

5.3.2 Each Member will appoint its Alternate Governor to represent it at meetings of the Board of Governors when the Governor of such team cannot be present. Such Alternate Governor shall not be subject to the restrictions set forth in Article 5.3.1 above.

5.3.3 Matters coming to a vote at a meeting of the Board of Governors will be voted on by the Governor of each team (or by the Alternate Governor in the absence of the Governor).

5.3.4 Some matters to come before a meeting of the Board of Governors may be designated by the Commissioner in consultation with the Executive Council as being matters that must be voted on only by the Governor of each team, and not by the Alternate Governor or any other person (the "Designated Matters"). With respect to Designated Matters, only Governors (and not Alternate Governors or guests of the Members) may be present for the discussion or vote. Provided however that an Alternate Governor who complies with the restrictions set forth in Article 5.3.1 above, shall be entitled to be present and vote on behalf of its member team in the place such team's Governor who is absent, including on Designated Matters.

5.3.5 If a Governor is not able to attend at least seventy-five percent (75%) of the scheduled meetings of the Board of Governors in any year, regardless of the attendance by the Alternate Governor, the team represented by such Governor may be penalized by the Commissioner in his / her discretion in consultation with the Executive Council.

5.3.6 The need for confidentiality of matters discussed and / or voted on at meetings of the Board of Governors is recognized and if any Governor or Alternate Governor or guest of any Member breaches the confidentiality with respect to any such matter, the Member represented by such Governor or Alternate Governor or guest may be disciplined by the Commissioner in his/her discretion in consultation with the Executive Council.

5.3.7 Guests of any Member who are neither Governors nor Alternate Governors of such Member may be admitted to a meeting of the Board of Governors only if such guests comply with the restrictions set forth in Article 5.3.1 above.

5.3.8 Nothing herein shall prevent the Commissioner or Executive Council from admitting a League employee, professional advisor or other person to a meeting of the Board of Governors to address the Board of Governors in connection with a matter on the agenda for such meeting.

**5.4 MEETINGS OF BOARD OF GOVERNORS**

5.4.1 Subject to Article 5.3, at any meeting of the Board of Governors each Member shall be entitled to have present two representatives.

5.4.2 One representative so present is entitled to speak and vote on behalf of a Member at such meetings.

5.4.3 At all meetings of the League, each Member shall be represented by its Governor or Alternate Governor who shall, by reason of such appointment, be vested with full power and authority to represent the Member and to bind it by vote.

5.4.4 At all meetings of the League, representation of each Member by its Governor or Alternate Governor shall be compulsory. Failure to have representation shall result in the Member being subject to a fine of One Thousand Dollars (\$1,000.00), unless the Board is satisfied that the absence is to be beyond the reasonable control of the Member.

## **ARTICLE 6**

### **LEAGUE MEETINGS**

#### **6.1 THE ANNUAL MEETING**

The Annual Meeting of the League shall be held prior to the commencement of the next succeeding season, at a date and place to be fixed by the Governors, or in default thereof, by the Commissioner.

#### **6.2 THE SEMI-ANNUAL MEETING**

The Semi-Annual Meeting of the League shall be held at a date and place to be fixed by the Governors, or in default thereof, by the Commissioner.

#### **6.3 SPECIAL MEETINGS**

Special Meetings of the League may be called by the Commissioner or the Chair of the Board of Governors at any time and shall be called by either of them at their own discretion or whenever requested by five (5) Members in good standing.

#### **6.4 NOTICE OF MEETINGS**

6.4.1 In the case of Special Meetings the notice shall state the purpose thereof. In the case of an Annual Meeting, the notice shall set forth any proposed amendments to this Constitution, any applications for membership and any other material matters that are to be presented at the meeting.

6.4.2 Notice of meetings shall be given to each Member by personal delivery or mail at least ten (10) days before a meeting, or by email, telegram, facsimile or any other generally accepted electronic means at least seven (7) days before a meeting.

#### **6.5 QUORUM**

6.5.1 A representation of a majority of Members shall constitute a quorum for the opening of any meeting of the League.

6.5.2 When such a meeting is validly opened by the attendance of a quorum, business may be transacted thereat by the representation of any number of Members, including less than a quorum, until such meeting is officially adjourned, subject to any requirements herein as to requisite votes.

6.5.3 Where the affirmative vote of a  $\frac{3}{4}$  majority is required by this Constitution, a representation at the Meeting of at least  $\frac{3}{4}$  of all Members is required to conduct such vote.

6.5.4 Where the affirmative vote of a  $\frac{2}{3}$  majority is required by this Constitution, a representation at the Meeting of at least  $\frac{2}{3}$  of Members is required to conduct such vote.

## 6.6 GOVERNOR, EX OFFICIO

The Commissioner shall be a member of the Board of Governors, but shall have no vote.

## 6.7 CONDUCT OF THE MEETING AND VOTING

6.7.1 The Chair shall preside at all meetings of the Governors of the League. In the absence of the Chair, the Vice Chair or another Executive Council member shall preside. The Chair or Vice Chair or other presiding Executive Council member, as the case may be, shall not have a second or casting vote in the event of a tie.

6.7.2 Subject to the other provisions of this Constitution, except where two-thirds ( $\frac{2}{3}$ ), three-fourths ( $\frac{3}{4}$ ) or all of the Members are required to take affirmative action on any matter, questions arising at meetings of the League shall be decided by a majority vote of the Members present and in the event of a tie vote the decision of the Commissioner shall govern. Such vote shall be binding upon all Members whether represented during the vote or not.

6.7.3 The vote required by any provision of this Constitution shall be applied to the vote of those present and voting at a meeting at which a quorum is present, when it was convened. Any Member which does not vote shall not be counted in determining the requisite number required to carry any proposition properly brought before the Board. Such vote shall be binding upon all Members whether represented by the vote or not.

6.7.4 Any action or resolution which may be taken or adopted in a meeting may be taken or adopted by an instrument in writing signed by that number of Members which would have been required to pass such resolution or take such action had there been a Meeting at which all Members were present.

6.7.5 **NO INTERNAL PROXIES.** No Member shall name another Member, the representative of another Member, or any official of the League to represent it as Governor or alternate or act as its proxy at a meeting.

6.7.6 **EXECUTIVE SESSION.** If so announced by the Commissioner or the Chair of the Board of Governors in the notice, or upon a majority vote of the Members there present, the meeting shall be convened in executive session, whereby only the Governors or their alternates and the Commissioner and such other League officers as are designated by the Commissioner, together with such other persons as Chair of the Board of Governors or the Commissioner may invite, shall be present.

6.7.7 **RULES OF ORDER.** Parliamentary procedure to be followed at the meeting shall be described in "Robert's Rules of Order – Newly Revised", as published by Scott, Foresman & Company, or its successor, except as otherwise provide in this Constitution.

6.7.8 **BUSINESS.**

6.7.8.1 All motions shall be decided by majority of votes, unless otherwise provided for by the Constitution, and the presiding officer shall have the casting vote in the event of a tie.

6.7.8.2 No Member representative shall speak twice on the same subject without the permission of the Chair, unless in explanation or the mover in reply.

6.7.8.3 A Member representative desiring to speak or submit a motion shall respectfully address the Chair and shall confine his remarks to the issue and shall not be interrupted unless upon a point of order.

6.7.8.4 Upon a point of order being raised while a delegate is speaking, or when called to order by the presiding officer, the point of order shall then be stated by the delegate objecting, and the presiding officer shall decide thereupon without debate and the delegate may then proceed.

6.7.8.5 No amendment to a motion shall be in order after an amendment to an amendment.

6.7.8.6 When a motion is under debate, no other motion shall be entertained, except to lay on the table or amend, and these motions shall take precedence in the order named.

6.7.8.7 An amendment which entirely changes the subject of the original motion shall not be entertained as an amendment or substituted for the motion under debate.

6.7.8.8 No Member representative, except one who has voted with the majority, shall be allowed to move for a reconsideration, and in this connection the word majority shall apply to the vote by which the issue was first decided.

6.7.8.9 After the motion has been stated by the presiding officer, it becomes the property of the League and open for discussion.

6.7.8.10 There shall be no debate upon any issue after it has been put by the presiding officer.

6.7.8.11 When a vote is called it shall be taken by the delegate of each Member holding up his right hand, or by a standing vote or by a closed ballot as may be requested by any delegate.

6.7.8.12 No committee report will be adopted unless it has been previously circulated in writing with the agenda.



## **ARTICLE 7**

### **OFFICERS**

#### **7.1 APPOINTMENT**

7.1.1 The Officers of the League shall be a Chair of the Board of Governors, a Vice Chair of the Board of Governors, a Secretary-Treasurer, a Member at Large and the immediate Past Chairman of the Board of Governors.

7.1.2 The Officers of the League shall be known collectively as the Executive Council.

7.1.3 The Commissioner of the League shall be an Ex-Officio member of the Executive Council.

7.1.4 All Officers shall be appointed for a term of two years by the Board of Governors at the League's Annual Meeting.

7.1.5 Save and except a community-owned Member, an Officer of the League must have financial interest in the Member he represents.

7.1.6 In order to be elected an Officer of the League, such delegate must have been a member of the Board of Governors for the immediate preceding two consecutive years, except where agreed upon by at least 2/3 of the Members.

7.1.7 In order to be elected Chair of the Board, such delegate must have been the immediate preceding Vice Chair of the Board, except where agreed upon by at least 2/3 of the Members.

7.1.8 The election of Officers shall take place in odd numbered years. The election shall be by ballot, at the Annual Meeting of the League.

7.1.9 The Vice Chair of the Board shall be nominated in writing by the Executive Council for ratification by the Board of Governors.

7.1.10 The Member at Large shall be nominated in writing by the Governors of a Member two weeks prior to the date fixed for the Annual Meeting.

7.1.11 No officer shall sit for more than eight years, not counting time served as Past Chair of the Board.

#### **7.2 SALARIES**

The Officers shall receive such salaries as the Governors may determine from time to time and shall be reimburse for all proper expenses actually incurred by them in

the service of the League. The League may exact from the Officers satisfactory guarantees for the faithful performance of their duties.

### **7.3 VACANCIES OF OFFICE**

Should any office become vacant, the Board of Governors shall appoint a successor to act until the next Annual Meeting of the Members.

### **7.4 COMMISSIONER**

The League shall select and employ a person of unquestioned integrity to serve as Commissioner of the League. The Commissioner is charged with the operation, general supervision and direction of all the business and affairs of the League and shall discharge all duties imposed by the Constitution and the By-Laws and as may be required by the Governors from time to time, and without restricting the generality of the foregoing:

7.4.1 Shall be the Chief Executive of the League;

7.4.2 Shall be empowered to execute all documents requiring the Seal of the League except where required by Law to be otherwise signed or executed, or where the signing and execution thereof shall be specifically delegated by the Board of Governors to another person;

7.4.3 Shall preside at all meetings of the League, other than meetings of the Board of Governors;

7.4.4 Shall keep minutes of all meetings of the League;

7.4.5 Shall have the general and active management of the League office;

7.4.6 Shall have the care and custody of the financial records and papers of the League;

7.4.7 Shall have authority to establish such departments and committees as are deemed necessary from time to time.

7.4.8 Shall have authority to arrange for an negotiate contracts on behalf of the League with other persons, firms, leagues, or associations; provided, however, that except in instances where the Commissioner is otherwise specifically authorized herein, any contract involving an obligation or liability on the part of the League or its Members in excess of One Hundred Thousand Dollars (\$100,000.00) shall not be binding unless first approved by the affirmative vote of not less than  $\frac{3}{4}$  of the Members;

- 7.4.9 Shall have the right to bar and prohibit a person guilty of conduct detrimental to the best interest of the League from entry into an arena used by the League or its Members;
- 7.4.10 Shall investigate, upon complaint, any act, transaction or practice charged, alleged or suspected to be not in the best interests of the League, with authority to summon persons and to order the production of documents, and, in case of refusal to appear or produce, to impose such penalties as are hereinafter provided;
- 7.4.11 Shall determine, after investigation, what preventive, remedial or punitive action is appropriate in the circumstances, and to take such action either against Members or individuals, as the case may be;
- 7.4.12 Shall have no financial interest, direct or indirect, within professional or Canadian Hockey League ("CHL") hockey, except for the Commissioner's position in the League or in the CHL.
- 7.4.13 Shall be the custodian of all League funds, receive all monies and other valuable effects, and deposit them in the name and to the credit of the League in such depositories as may be designated by the Governors.
- 7.4.14 Shall present to the Governors, whenever required, an account of all his transactions and of the financial condition of the League;
- 7.4.15 Shall collect from all Members such amounts as may be determined from time to time by the Board of Governors as the Members' contributions to the League, to defray the expenses and liabilities incurred by the League;
- 7.4.16 Shall have the power to suspend, expel, fine or otherwise punish any coach, player, employee, officer or director of any Member's Team, who, in his opinion, shall have been guilty of conduct prejudicial to the League or to the welfare of hockey, regardless of whether or not such conduct occurred in the course of League activity;
- 7.4.17 Shall, in the case of conduct by organizations not parties to this Constitution, or by individuals not connected with any of the parties of the League, have the right to pursue appropriate legal remedies, advocate remedial legislation and take such other steps as the Commissioner may deem necessary and proper in the interests of the League;
- 7.4.18 Shall act as arbitrator in any dispute between Members, between a Member and a player, or between a Member and an employee of such Member; and

7.4.19 Shall, at the expiration of his term of office, account for and return to the League all monies, books, papers and property so received in virtue of the term of office.

7.5 During any period of incapacity of the Commissioner, as determined by a majority of the Executive Council or by the Commissioner, all powers and duties of the commissioner shall be conferred upon and exercised by the Executive Council or a designee chosen by such Council and approved by the Board of Governors.

## **ARTICLE 8**

### **COMMITTEES**

#### **8.1 COMMITTEES**

At the Annual Meeting the Governors may appoint Committees with such powers as may be fixed by the resolutions appointing such Committees.

#### **8.2 COMMITTEE MEMBERS**

The members of such Committees need not be Governors. They shall appoint their own Chairman and Secretary and regulate their own procedure and shall present reports of their activities at each Annual and Semi-Annual Meeting of the League. In the event of a conflict, League Articles, By-Laws and Regulations shall take precedence. The Commissioner shall be an Ex-Officio member of each Committee, unless otherwise directed by the Governors.

## **ARTICLE 9**

### **CONFLICT OF INTEREST AND DISCLOSURE**

#### **9.1 CONFLICT OF INTERESTS AND LOANS**

No Member, nor any officer, director, owner or employee thereof, shall, without the unanimous approval of the Members:

- a) Have an interest in or exercise control, directly or indirectly, over any other Member or its Team;
- b) Directly or indirectly loan money to or become surety or guarantor for any Official or employee of the League;
- c) Directly or indirectly loan money to or become surety or guarantor for a player of any other Member;
- d) Be a party to any negotiation, proposal or agreement, or do any act whereby, directly or indirectly, it becomes or proposes to become a competitor of the League, provided that for the purposes hereof, ownership of a professional sports franchise shall not of itself constitute being a competitor of the League.

9.2 No League employee or Official shall, directly or indirectly, own stock or have a financial interest in any Member, loan money to or become surety or guarantor for any such Member or be employed by or otherwise receive payment, compensation, fees or remuneration, directly or indirectly, from a Member, unless all facts of the transaction or arrangement shall first be fully disclosed to the Members of the League and be approved by an affirmative vote of at least  $\frac{3}{4}$  of the Members.

9.3 In the event of a breach of any of the terms and conditions of this Constitution, it is agreed that it would be impractical or extremely difficult to determine the actual damages incurred as a result of such breach and that upon such breach the damage suffered by the League and each non-breaching Member thereof shall be compensated through the fines and penalties assessed as herein provided, the amount of which the League shall retain as liquidated damages for the use and benefit of each of the Members that have not breached the conditions of this agreement and which amount shall become a part of the general assets of the League.

**9.4 DISCLOSURES OF OWNERSHIP**

9.4.1 Each Member shall file in writing at each Annual Meeting information disclosing the exact nature of the ownership of such Member, the parties' respective interests therein, (whether shareholders or otherwise), and the manner in which such interests are held.

9.4.2 If the owner of an interest is an entity other than a natural person or a public offering company, then it shall be disclosed who the interested parties thereto are, whether shareholders or otherwise, and so on, until the natural persons ultimately interested in the ownership of such Member and the extent of that interest, are fully disclosed.

9.4.3 Subject to Article 3.7, any contemplated change in the ownership of any interest in any Member shall be filed with the Commissioner of the League at the League office ninety (90) days prior to such change in ownership, or as soon thereafter as the Member shall learn of such change.

9.4.4 Any Member who fails to comply with the foregoing shall be subject to a fine or disciplinary action decided upon by the Commissioner.

## **ARTICLE 10**

### **DUE AND ASSESSMENTS**

#### **10.1 AMOUNT**

At each Annual Meeting the Board of Governors shall determine and fix an amount that each Member shall pay as annual dues to the League and determine the amount of any future assessments that may be necessary for each Member to pay in order to defray the expenses and liabilities of the League.

#### **10.2 RESTRICTION**

All dues and assessments shall be uniform in amount or percentage and no assessment shall be made against any Member for the purpose of fostering, promoting or aiding another Member without the unanimous approval of all Members.

#### **10.3 NOTICE AND PAYMENT**

Notice of such assessment and dues shall be sent to each Member and shall be paid by the Member to the League Office within fifteen (15) days of such notice.



## **ARTICLE 11**

### **BY-LAWS**

#### **11.1 ENACTMENT**

The Members agree to be bound by the By-Laws, which shall conform to the provisions of this agreement and shall be adopted by a two-thirds (2/3) majority of the Members present and voting.

#### **11.2 AMENDMENT**

Any of the such By-Laws may be added to, amended, repealed or replaced by a two-thirds (2/3) majority of the Members present and voting at a meeting of the League, but no change, except when adopted by unanimous vote of all Members, shall be valid unless the notice calling the meeting contains mention of the general nature of the proposed change.

## **ARTICLE 12**

### **FINES**

#### **12.1 FORFEITURE**

In the event of any breach of performance by a Member or default in its obligations to the League or to any other Member, the amount of the fine levied shall be paid to the League Treasurer, as assessed, on or before the tenth (10<sup>th</sup>) day following the date upon which the fine was established and assessed. A failure to pay the fine as required may result in the loss of membership in good standing within the League and, therefore, the loss of the ability to participate in League games and at League meetings, in accordance with Articles 3.13 and 3.16.

12.1.1 The amount forfeited shall be transferred by the Treasurer to the general assets of the League.

12.1.2 Monthly notice of Fine Accounts shall be furnished to the individual Member

12.1.3 The collection of fines from the individual player is the responsibility of each Member.

## **ARTICLE 13**

### **MISCELLANEOUS**

#### **13.1 LEAGUE RULES**

13.1.1 The League shall adopt Regulations and a set of Manuals relating to the determination of the League championship, the conduct and scheduling of hockey games, player contracts, the reservation, recruiting and drafting of players, the selling, assigning and trading of players contracts, and like matters. Manuals shall be adopted by the affirmative vote of a majority of the Members. The Commissioner shall be authorized to propose for adoption by the League such Manuals as may be advisable.

13.1.2 Other than Manuals provided for specifically in the Articles (which shall require an affirmative vote of  $\frac{3}{4}$  of the Members), manuals may be amended at the direction of the Commissioner if the subject matter of such amendment is within the power of the Commissioner, if such amendment relates to wording or clarification, is operational in nature or deals with employees of the League, or if the amendment results from an amendment to this Constitution.

#### **13.2 NOTICES**

Any notice required by this Constitution shall be deemed duly given when sent by mail, overnight courier or facsimile, in the usual manner, charges prepaid, addressed to the person for whom such notice is intended, at his last address as shown on the League records, or when notice in writing is delivered in person.

#### **13.3 WAIVER OF NOTICE**

Any notice herein provided for may be waived in writing by the party entitled to such notice and such waiver may be made before, at, or after the meeting or other event in question.

#### **13.4 RECEIPTS**

No part of the receipts of the League shall inure to the benefit of any private Member or individual.

**13.5 CONFLICT OF CONSTITUTION / BY-LAWS / RULES**

In the event of any conflict between any provisions of this Constitution and any provision of the By-Laws or Rules adopted as herein above provided, the provisions of this **Constitution** shall in all cases control.

**13.6 SUPERSEDING EFFECT**

This Constitution and all actions taken pursuant to this Constitution shall supersede any conflicting provisions of any other agreement, whether now existing or hereinafter entered into, to which any Member is a party and any conflicting actions taken pursuant thereto.

## **ARTICLE 14**

### **AMENDMENTS**

#### **14.1 THREE-FOURTHS CONSENT**

Any provision of this Constitution may be amended by a vote of three-quarters (3/4) of all Members present and voting at any Meeting held for the purpose of such amendment or at any Annual Meeting, provided notice of the proposed amendment has been given to each Member at least ten (10) days prior to such Annual Meeting or other Special Meeting.

Each of the Members of the Ontario Hockey League, in consideration of the promises and agreements similarly made by each of the other Members, by way of resolution approving of the Constitution hereby (on behalf of the undersigned and its assigns) accepts and agrees to abide by the foregoing Constitution and each and every alteration, amendment and repeal thereof duly made so long as the undersigned or its assigns are Members of the League.

The foregoing Constitution is adopted in complete substitution for nay Constitution previously adopted for the Ontario Hockey League and all amendments thereof and any such previous Constitution is hereby cancelled and annulled together with all By-Laws and Rules adopted pursuant thereto.

In WITNESS WHEREOF, Members have unanimously approved the Constitution, all as of the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2007.

This is Exhibit B referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15  
day of June, 2016  
[Signature]  
A commissioner for taking affidavits



**WESTERN HOCKEY LEAGUE  
BYLAWS AND CONSTITUTION**

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As Adopted By The Member Clubs of The Western Hockey League

February 4, 2013

**WESTERN HOCKEY LEAGUE  
BYLAWS AND CONSTITUTION**

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## **WESTERN HOCKEY LEAGUE**

### **BY-LAW NUMBER 1**

#### **BYLAWS AND CONSTITUTION**

**WHEREAS** the Western Hockey League (the "League") a registered Not For Profit Corporation, is a member of the Canadian Hockey League (CHL) and an associate member of the Canadian Hockey Association (Hockey Canada), the governing body for amateur hockey in Canada, and operates as a Not For Profit Corporation amateur hockey association;

**BE IT ENACTED AND IT IS HEREBY ENACTED** as a by-law of the League, which was incorporated under the Canada Corporations Act (the "Act") that:

#### **PART I MISSION STATEMENT**

##### **1.1 Mission Statement**

To remain the world's premiere Major Junior hockey league by continuing to provide the best player development, training and education opportunities while enhancing the entertainment value of our game.

#### **PART 2 DEFINITIONS, SEAL, HEAD OFFICE, RULES OF PLAY**

##### **2.1 Definitions**

- (a) "Act" means the *Corporations Canada Act*, as amended, supplemented or replaced from time to time;
- (b) "Annual General Meeting" means an annual general meeting of the Governors, as provided for in Section 22.1;
- (c) "'Arena Facility Standards" means those arena facility standards set forth in Schedule II;
- (d) "Bond" has the meaning set forth in Section 4.5;
- (e) "Bylaws" means these Bylaws, as amended from time to time in accordance with the terms hereof;
- (f) "Chairman" means the Chairman of the Board of the League appointed pursuant to Section 18.1;

- (g) "Club" means the same as "Member";
- (h) "Commissioner", "League Commissioner" and "Commissioner of the League" shall all collectively mean the Commissioner of the League, as defined herein;
- (i) "Decision" of the Governors (other than a Special Resolution) means a majority vote of the Governors at any properly constituted meeting;
- (j) "Defined Territory" for each Franchise means the Designated Municipality of the Franchise and the area within a 60 mile (100 kilometre) radius from the corporate limits of such Designated Municipality; provided however, that if two Franchises are otherwise within the Defined Territory of each other, "Defined Territory" shall be as defined in a special agreement between Members of such Franchises and approved by a Decision of the Board of Governors or as contained in a Franchise ownership agreement entered into between the League and the Member;
- (k) "Designated Municipality" means the municipality designated as the location of a Franchise, as set forth in the Certificate of Membership of a Member;
- (l) "Franchise" means the hockey club, hockey operations, and business operations of the Member, including but not limited to the hockey team and the privileges and rights granted to the Member by these Bylaws;
- (m) "Governors" means the appointed governors of the Members of the League;
- (n) "League" means the Western Hockey League a registered Not For Profit Corporation being a member of the Canadian Hockey League (CHL) and an associate member of the Canadian Hockey Association (Hockey Canada), the governing body for amateur hockey in Canada, and operating as a Not For Profit Corporation amateur hockey association;
- (o) "Material Default" means any default by a Member of its obligations under these Bylaws, any Regulation, any Policy or any agreement entered into between the League and the Member which has not been rectified to the satisfaction of the Commissioner by the Member within 30 days after receipt by the Member of a notice from the League setting forth the nature of such default; provided, however, that if such default is capable of being rectified but cannot reasonably be resolved within such 30 day period, and the Member is pursuing such remedy promptly and with diligence (as determined in the sole and unfettered discretion of the Commissioner), a longer period of time may be granted to rectify the Material Default as determined by the Commissioner, acting reasonably;

- (p) "Member" means the entity that operates the hockey club or member franchise in the Designated Municipality and under the Club name referred to in Schedule I, herein, and shall be limited to those Members listed in Schedule I and such new Members as may be, from time to time, admitted to the League in accordance with these Bylaws.
- (q) "Operate" means to operate a Franchise in the League, which shall include, without limitation, the operation of a hockey club in the League and all related and incidental business, promotional, merchandising, broadcasting and marketing operations of the Member in relation to the Franchise, and "Operating" and "Operations" have similar meanings;
- (r) "Operating Standards" means those Club operating standards set forth in Schedule III;
- (s) "Policies" means policies for the following matters, which are approved by either a Decision or Special Resolution of the Governors relating to:
  - (i) all strategic plans for the League;
  - (ii) any litigation or pending or threatened litigation involving the League and having a material adverse effect on the League, as determined by the Commissioner;
  - (iii) any financial reporting requirements for Members;
  - (iv) all annual budgets of the League; or
  - (v) other matters approved by the Board of Governors.
- (t) "Premises" means the designated home arena for each respective Member in its Designated Municipality;
- (u) "Regulations" means rules and regulations approved by Special Resolution, as amended from time to time by Special Resolution in accordance with the terms of these Bylaws; and,
- (v) "Special Resolution" means a vote of at least a two-thirds majority of the Governors entitled to vote at any properly constituted meeting which shall be used in following circumstances:
  - (i) to approve changes to the By-Laws, Constitution and Regulations;

- (ii) to approve changes in the status of a Franchise regarding sale, termination, suspension, relocation or expansion;
- (iii) to approve any long term debt incurred by the League;
- (iv) to approve any extraordinary and significant expenditures not included in the annual budgets; and,
- (v) for matters requiring such approval as expressly set forth in these By-Laws or the Constitution.

## **2.2 Seal**

The seal, an impression whereof is stamped in the margin hereof, shall be the seal of the League. The seal of the League shall be in such form as shall be prescribed by the Governors, and shall have the words “Western Hockey League” endorsed thereon.

## **2.3 Head Office**

Until changed in accordance with the Act, the head office of the League shall be in the City of Calgary, in the Province of Alberta.

## **2.4 Rules of Play**

The Western Hockey League shall utilize Canadian Hockey League playing rules, except for such changes as may be adopted, from time to time, by the Governors. Any changes in the rules of play shall be passed by Special Resolution.

# **PART 3 MEMBERS RIGHTS TO OPERATE A FRANCHISE**

## **3.1 Right to Operate**

Each Member has the exclusive right to Operate a Franchise in its Defined Territory, subject to these Bylaws and the terms and conditions contained herein.

## **3.2 Compliance**

Each Member must, subject to the terms of these Bylaws, comply fully with these Bylaws, all Regulations and Policies, as amended by the League from time to time.

### **3.3 Defined Territory**

Each Member has the right to Operate the Franchise only in the Defined Territory.

### **3.4 Exclusivity**

Each Member is entitled to Operate the Franchise on a market exclusive basis strictly within the Defined Territory.

### **3.5 Promotional Events**

The Member has the exclusive right to the Defined Territory and no other Member may Operate or conduct promotional events within the Defined Territory without the express written consent of the Member who holds the exclusive right.

### **3.6 Non-Exclusivity League-Wide**

The Member's right to Operate the Franchise is non-exclusive on a league-wide basis, however, the Member has the exclusive right to carry on and Operate the Franchise within the Defined Territory.

### **3.7 Proprietary Rights**

The Member has the sole and exclusive right to the following proprietary rights and benefits with respect to the Franchise:

- (a) all goodwill which has accrued to the Member's Franchise since its inception;
- (b) all rights associated with the Member's Franchise including all intellectual property and trademarks, uniform designs, and corporate agreements;
- (c) all rights, benefits, advantages and obligations contained in the agreement for the lease or license of the Member's Premises;
- (d) all rights, benefits, advantages and obligations contained in the Member's employment agreements with its coaches, scouts and administrative employees, and all rights, benefits, advantages and obligations contained in the Member's standard player agreements, including all future obligations and commitments associated with the League's player education and scholarship programs;
- (e) the right to attend League meetings and participate fully therein as an active member on behalf of the Member's Franchise;

- (f) the right to participate in League pre-season, regular season and playoff games as scheduled by the League on an annual basis; and
- (g) the right to conduct such advertising and promotions in respect of the Franchise as the Member shall, in its reasonable discretion, desire, provided that the Member shall advertise and promote only in a manner that will reflect favourably on the League and the Member, and the goodwill and reputation of the League.

### **3.8 Rights and Benefits**

Each Member has the non-exclusive right to exercise its rights and receive benefits set forth under these Bylaws and the Regulations.

## **PART 4 MEMBERSHIP**

### **4.1 Membership List**

Membership in the League shall be limited to the Members listed in Schedule I, attached hereto, and such new Members as may be admitted in accordance with these Bylaws and Constitution. Each Member shall hold a Franchise for the operation of a hockey club in the Designated Municipality and under the Club name as referred to in Schedule I.

### **4.2 Eligibility**

Any person, firm, association or corporation of good repute, financially responsible and possessing the other requirements set forth herein, may be eligible for membership in the League.

### **4.3 Admission of New Members**

- (a) The applicant for new membership shall submit a formal written application to the League, not later than sixty (60) days prior to an Annual General Meeting. The application for new membership shall include a description of the applicant's organization; the applicant's financial status; hockey and business personnel responsible to manage the Franchise; a five year business plan for the Franchise; description of the arena facility in which the Franchise is to be located and other information as may be required by the League. The applicant shall agree that should the application for membership be granted, the applicant will subscribe to and be bound by all provisions contained in the Bylaws.

- (b) The application shall be accompanied by a certified cheque in the amount of \$100,000.00 in the currency of the country where the Franchise is to be located, payable to the League. Any reasonable expenses incurred by the League in reviewing the application shall be deducted from the application fee. In the event the membership is not granted, the balance of the application fee, after deducting League expenses, will be returned to the applicant. Should the applicant be accepted, the balance of the application fee shall be credited to the membership fee for the League. Upon request of the applicant, the League shall provide a detailed accounting of the expenses deducted by the League from the application fee in accordance with the provisions of this paragraph.
- (c) No new Franchise, or Franchise transfer, shall be granted to any applicant for membership, within the Defined Territory of another Member, without the written consent of that Member.
- (d) Acceptance of an application for membership in the League shall be determined by Special Resolution.
- (e) The Executive Committee, shall determine the amount that shall be paid for the applicant's membership fee to the League, which shall not be less than the membership fee (in currency of the country in which the Franchise is situated) established for the most recently accepted Franchise, unless the Governors have approved a lesser amount by Special Resolution.

#### **4.4 Certificate of Membership**

Each Member in good standing shall be entitled to a Certification of Membership, signed by the Commissioner certifying that the Member is a Member of the League and holds a Franchise from the League to operate a hockey club in a Designated Municipality. Such Certification of Membership shall be non-assignable and non-transferable, except as hereinafter provided.

#### **4.5 Performance Bond**

- (a) Each Member shall at all times, have on deposit with the League a performance bond, made payable to the League, in the amount of a \$25,000.00 paid by certified cheque in the currency of the country in which the Franchise is situated, to be designated as a Performance Bond ("Bond"). This Bond shall be held as a security for the faithful performance by the Member, of all these Bylaws and payment of all dues, fines and assessments that may, from time to time, be levied against the Member. Such Bond shall not be utilized by the League to pay any outstanding obligations which have not been received by the League in a timely manner.



- (b) Upon termination of membership in the League, a Member's Bond shall be returned to the Member, not later than six (6) months following termination. The \$25,000.00 Bond may be used in whole or in part by the League towards any debts still owing by the Member during the said six (6) month period. If a Member makes an application to the Governors, this time period may be adjusted by Special Resolution.

**PART 5  
RELOCATION OF MEMBER**

**5.1 Relocation Conditions**

No Member Franchise may be relocated to a new location except under the following conditions:

- (a) The Member shall submit an application to relocate its Franchise not later than March 31 of the year in which the Franchise requests to begin playing in a new market the following season;
- (b) The application for relocation shall include a description of the proposed market and the proposed Premises; a five year business plan for the Franchise and any other information, as may be required by the Commissioner;
- (c) The application for relocation shall be accompanied by a certified cheque in the amount of \$25,000.00, in the currency of the country where the Franchise is currently located, payable to the League. Any reasonable expenses incurred by the League in researching the relocation application will be deducted from the \$25,000.00 deposit with the balance returned to the applicant. Upon request of the Member, the League shall provide a detailed accounting of the expenses deducted by the League from the application fee in accordance with the provisions of this paragraph.
- (d) No new Franchise, or Franchise transfer, shall be granted to any applicant for relocation, without the written consent of that Member;
- (e) Acceptance of an application for relocation shall only be granted by Special Resolution;
- (f) Should a relocation application be granted, the Governors, at their sole discretion, may apply a Relocation Transfer Fee of not less than \$500,000.00, in the currency of the country where the Franchise is currently located, payable to the League,

such final amount to be approved by the Governors in their sole and unfettered discretion by way of the passing of a Special Resolution, it being understood that the Governors shall have the ability to agree by Special Resolution to a Relocation Transfer Fee of less than \$500,000.00, if so determined by the Governors in their sole and unfettered discretion, on the basis of such factors that the Governors deem relevant under the circumstances; and,

- (g) The relocation of the Franchise will be conditional upon the Member providing evidence reasonably satisfactory to the Commissioner that all financial and other commitments of the Member in its Designated Territory have been or will be fully satisfied.

## **PART 6 TRANSFER OF FRANCHISE OWNERSHIP**

### **6.1 Conditions**

No Franchise may be sold, assigned, or otherwise have its ownership transferred (a "Transfer") except under the following conditions:

- (a) a formal written application for transfer of Franchise ownership (the "Application for Transfer") together with a true and complete copy of the offer received by the applicant Member in respect of the Transfer (the "Offer") is received by the League not later than sixty (60) days prior to a scheduled in-person meeting of Governors;
- (b) the Governors, by Special Resolution, approve the transfer;
- (c) that the transferee shall assume or guarantee to pay all debts, liabilities and obligations of the applicant Member, including without limitation the obligations under the League's education and scholarship program, existing at the date of Transfer; provided, however, that the applicant Member shall remain responsible for all such debts, liabilities and obligations;
- (d) that the purchase price paid for the Transfer shall in no case be less than the current membership fee established for a new Franchise in the League, as set from time to time by the Governors. It is acknowledged that the purchase price payable on the Transfer may be satisfied by the assumption by the Transferee of the debts, liabilities and obligations of the applicant Member, including without limitation the obligation of the applicant Member under the League's player education and scholarship program. In the event that the applicant Member and transferee agree on a purchase price which is less than the membership fee established for a new

Franchise, then the transferee shall pay to the League the difference which shall form part of and may be in addition to the transfer fee;

- (e) as of the date of the Member's request for consent and as of the effective date of the proposed Transfer, no Material Default shall exist on the part of the applicant Member;
- (f) the Member shall have obtained the consent of all necessary parties to the assignment to the proposed transferee of the lease or license agreement for the Premises used by the Member Franchise;
- (g) the Member shall have settled all outstanding accounts with the League and all trade creditors up to the date of closing of the Transfer, unless the transferee has agreed to assume any and all of the debts, liabilities and obligations of the applicant Member as at the date of the Transfer;
- (h) the applicant Member and its shareholders shall have delivered to the League, in form and substance satisfactory to the Governors, acting reasonably, a complete release of the League, its directors, officers, employees and other Members and their respective directors, officers, shareholders and employees from all obligations under these Bylaws, provided that the Member shall not be required to waive or release any claim against the League, any other Member or their respective directors, officers, or employees existing and disclosed in writing to the League at the time of such release;
- (i) the proposed transferee shall have entered into a written agreement whereby it agrees to be subject to these Bylaws in form and substance satisfactory to the Governors, and shall have executed such other documents and agreements including but not limited to a Franchise Ownership Agreement and paid such deposits and fees as the Governors may require;
- (j) the proposed transferee shall provide guarantees from anyone whom the League may reasonably request, guaranteeing the proposed transferee's performance of its obligations under the agreements to be entered into between the League and the proposed transferee;
- (k) the Member shall pay to the League, any reasonable fees and/or expenses which may be incurred by the League in dealing with the Member's application for approval of the Transfer in accordance with these Bylaws, whether or not such approval is given or the Transfer is completed. The current Transfer of Franchise ownership fee is \$50,000.00 in the currency of the country wherein the Franchise is located. Once the League has determined the costs associated with the Member's application, any balance remaining, after deducting the fees and/or

expenses incurred, shall be refunded to the Member. Should the reasonable costs associated with the review of the application exceed the transfer fee, the Member shall be responsible for the additional costs incurred. Upon request of the Member, the League shall provide a detailed accounting of the expenses deducted by the League from the application fee in accordance with the provisions of this paragraph.

## **6.2 Additional Considerations**

In considering the request for a Transfer, the Governors may consider, in addition to the information included in the Application for Transfer, the qualifications, good character, requisite business experience, apparent ability to operate the Franchise and credit standing of the proposed transferee, and its partners, managers, principal shareholders, directors and officers, if any, as determined to be appropriate by the Governors.

## **6.3 Failure or Refusal of Transfer**

The failure or refusal of the Governors to approve a Transfer based upon the non-compliance by the proposed transferee with any of the conditions of Part 6 herein shall not be deemed to be an unreasonable withholding of such approval. The approval of the Governors to a Transfer shall not release the Member from any liability under these Bylaws.

## **6.4 Offer Notice**

Without in any way derogating from the Governors' right to refuse to approve a Transfer, if at any time or times, the Member obtains a *bona fide* offer (the "Offer") to acquire the whole or any part of a Member's Franchise, which the Member wishes to accept, the Member shall promptly give written notice (the "Offer Notice") to the League of the Offer outlining the terms and conditions thereof and shall at the time of giving the League the Offer Notice provide the League with a true and complete copy of the original of the Offer.

## **6.5 League Purchase Option**

Upon receipt of the Offer Notice and the Offer, the League shall have the option of purchasing the property and assets forming the subject matter of the Offer (the "Option") upon the same terms and conditions as those set out in the Offer, except that:

- (a) there shall be deducted from the purchase price the amount of any commissions or fees that otherwise would have been payable to any broker, agent or other intermediary in connection with the Transfer of such property to the offeror, and

- (b) the League shall have the right to substitute cash for any other form of consideration specified in the Offer and to pay in full the entire purchase price at the time of closing.

#### **6.6 Exercise of League Purchase Option**

Upon receipt of the Offer Notice and Offer, the Commissioner shall provide the Governors with a copy of the Application for Transfer and the Offer, together with his recommendation as to whether the League should exercise the Option, the manner by which the League will obtain the purchase price for the applicant Member's Franchise and the League's plans regarding the Operation or disposition of the Franchise. The Governors may, by Special Resolution, exercise the Option. The League, upon authorization by the Governors, shall exercise the Option by giving written notice of the exercise to the Member. If the League declines to exercise the Option and if the Transfer is approved by the Governors, the Member shall be at liberty to complete the Transfer to the proposed transferee in accordance with the Offer; that transaction must be completed within 60 days of the date on which the League notifies the Member of the Governors' approval of the Transfer. If the transaction is not completed within 60 days, the foregoing provisions of this Section 6.6 shall again apply in respect of the proposed Transfer to the proposed transferee, and so on, from time to time.

#### **6.7 League Right to Offer to Purchase**

In the event that the Transfer of a Franchise is not accepted by the Governors in accordance with this Section 6, the Governors may in their sole and unfettered discretion direct the League to offer to purchase the Franchise by way of Special Resolution (the "League Offer"). Upon receipt of the League Offer, the Member seeking to Transfer its Franchise shall have a period of fifteen (15) business days from receipt of the League Offer to accept or reject the League Offer. In the event that the League Offer is accepted, the parties shall have a period of sixty (60) days from the date of acceptance to complete the Transfer of the Franchise. In the event that the Member rejects the League Offer for reasons other than the proposed purchase price, the League Offer shall be null and void. In the event that the Member fails to respond to the League Offer within the fifteen (15) day period outlined herein, the Member shall be deemed to reject the League Offer for reasons other than the proposed purchase price. In the event that the Member seeking to Transfer its Franchise rejects the League Offer in writing to the League within the fifteen (15) day period outlined herein, for the sole reason that the proposed purchase price is unacceptable (the "Price Rejection Notice), the parties agree that the League Offer shall not be null and void, but shall continue to remain in existence subject to the determination of the fair market value of the Franchise (the "Extended League Offer"). The Member and the League hereby agree within fifteen (15) days after the Price Rejection Notice to appoint a mutually acceptable independent business valuator. In the event that the Member and League cannot agree upon a mutually acceptable independent

business valuator within fifteen (15) days after the Price Rejection Notice, the parties hereby agree that the League shall select an independent business valuator in its sole and unfettered discretion. The selected independent business valuator who, after hearing full representations from the League and the Member within sixty (60) days after the selection of the independent business valuator, shall determine the fair market value of the Franchise. The League shall be obligated to consult with the independent business valuator to provide information concerning the business valuations of previously valued Franchises (the "Valuation Information"), however, the League shall not be obligated to disclose any Valuation Information of a confidential nature due to confidentiality obligations imposed on or undertaken by the League. The independent business valuator shall be obligated to keep the Valuation Information in strict confidence and shall not disclose the details of such Valuation Information to any party except upon the written agreement of the League or as required by law. Upon the determination of the fair market value of the Franchise by the independent business valuator, the Member shall have a period of fifteen (15) days to reject the Extended League Offer, failing which the Member shall be deemed to accept the Extended League Offer.

#### **6.8 Additional Information**

In addition to the Application for Transfer and a true and complete copy of the original of the Offer (which are required to be given to the League by the Member), the Member shall provide the League with:

- (a) information relating to the business reputation and qualifications to carry on the Franchise of the proposed transferee; and
- (b) any credit information the Member may have as to the financial ability and stability of the proposed transferee including, if the proposed transferee is an individual, a personal net worth statement of the proposed transferee, and if the transferee is a corporation, partnership or other entity, the financial statements of such corporation, partnership or entity and the personal net worth statement of each of the principals of the corporation, partnership or entity.

#### **6.9 Additional Member Duties**

If the Member is a corporation, partnership, association or other corporate entity:

- (a) then the respective transfer, sale, assignment, pledge, mortgage or hypothecation of any shares or interest (or the enforcement thereof), or any change in the composition of the shareholders, partners or principals, as applicable, or any amalgamation, merger, arrangement or other corporate reorganization which results or could result in a change in the legal or beneficial interest of a shareholder, partner or other owner of the Member entity or the Member's said

interest in the Franchise of equal to or greater than fifty (50%) percent of the total legal or beneficial ownership of the Member entity or the Member's said interest in the Franchise, shall be deemed to be an assignment of the Member's Franchise and shall be subject to all of the provisions, terms and conditions precedent set forth in this Part which shall apply mutatis mutandis, including without limitation, approval of the Board of Governors by way of Special Resolution. In the event that the respective transfer, sale, assignment, pledge, mortgage or hypothecation of any shares or interest (or the enforcement thereof), or any change in the composition of the shareholders, partners or principals, as applicable, or any amalgamation, merger, arrangement or other corporate reorganization which results or could result in a change in the legal or beneficial interest of a shareholder, partner or other owner of the Member entity or the Member's said interest in the Franchise of less than fifty (50%) percent of the total legal or beneficial ownership of the Member entity or the Member's said interest in the Franchise, such transfer, sale, assignment, pledge, mortgage or hypothecation shall be disclosed to the Commissioner and dealt with in accordance with and pursuant to Section 23.3 of these By-Laws;

- (b) the Member will, upon the League's request, from time to time, deliver to the League a certificate certifying as to the current shareholders, directors, officers, members, or partners, as the case may be, of the Member; and
- (c) the Member shall cause the share certificates representing share ownership in the case of a corporation, or the certificates or documents of title representing ownership in the case of a partnership or other entity, to have typed or written a legend stating that such shares, certificates or documents of title are subject to these Bylaws and that, as a result, there is a restriction on the sale, assignment, transfer, mortgage, pledge, hypothecation, donation, encumbering or other dealings with the shares, certificates or documents of title.

#### **6.10 Security for Funds**

Notwithstanding the foregoing provisions of this Part, the Member may assign, mortgage or pledge the Franchise, and if the Member is a corporation, partnership or other entity, the shareholders, partners or principals may assign, mortgage or pledge their respective shares or interests in the Franchise to a financial institution as security for funds advanced by such financial institution to the Club for use in the Franchise, provided the League shall have given its prior written consent to such assignment, mortgage or pledge, such consent not to be unreasonably withheld, and provided further that the enforcement of any assignment, mortgage, pledge or hypothecation shall be deemed to be a Transfer and subject to the provisions of this Part.

### **6.11 Bound by Bylaws**

In the event that the Governors approve the sale or transfer of a Franchise, it shall be a term and undertaking of the sale or transfer agreement that the purchaser and/or transferee shall enter into an agreement whereby the purchaser and/or transferee agrees to be bound by the terms and conditions of these Bylaws and any other agreements made between the Member and the League.

### **6.12 In Event of Demise**

In the event of the death of a majority shareholder of a corporation, or the majority partner of a partnership, holding a Franchise, or in the event of the death of a majority owner of a Franchise, the corporation or partnership holding the Franchise or the estate of the majority owner of the Franchise shall forthwith notify the League of the proposed transfer of shares or property interest, as the case may be, and the Board of Governors shall approve the transfer at the next Board of Governor's regular meeting unless the Governors, by way of Special Resolution, reject the proposed transfer on the basis that the proposed transfer would clearly not be in the best interests of the League. If the Governors reject the proposed transfer of shares or property interest, the corporation or partnership holding the Franchise or the estate of the majority owner of the Franchise shall have a reasonable period as determined by the Governors to complete the transfer of the shares or property interest to a person or entity approved by the Governors in accordance with the transfer provisions contained in these Bylaws.

### **6.13 Interest in Member Clubs**

No Director, owner, legal entity, or other person shall own an interest in more than one (1) Club, without the approval of the Governors, by Special Resolution.

## **PART 7 WITHDRAWAL BY MEMBER**

### **7.1 Voluntary Withdrawal**

By Special Resolution, the Governors may permit a Member to withdraw from the League (the "withdrawing Member") in accordance with the following terms and conditions:

- (a) The withdrawing Member shall deliver to the League Office a written resignation;
- (b) Payment in full has been made to the League and any other organized hockey association, league or club of all dues and outstanding debts;



- (c) Payment in full has been made of all compensation due to employees;
- (d) Reimbursement of expenses in full has been made to all players;
- (e) All standard player agreements are assigned to the League, or its nominee;
- (f) The lease or license of the Franchise's Premises be assigned to the League or held in trust by the League as may be permitted by the terms of the lease;
- (g) The withdrawing Member waives all claims to and rights in the assets of the League or the other Members; and
- (h) The withdrawing Member shall, after such withdrawal, continue to be liable for all obligations of the Franchise under the League's education and scholarship programs and, if requested by the League, shall provide a bond or other security satisfactory to the League in respect of such obligations.

## **7.2 Failure to Comply with Section 7.1**

Should the withdrawing Member fail to comply with any of the above provisions, the League shall be entitled to retain as its sole property, the withdrawing Member's Bond, and all interest which the withdrawing Member may have in and to any of the League's assets.

## **7.3 Claims Against Withdrawing Member**

Any claims against the withdrawing Member by any other Club, shall be filed with the Commissioner within thirty (30) days after said withdrawing Member's resignation is accepted and the validity of any such claim filed, shall be determined by a Decision of the Governors and payment thereof may be directed to be made from the proceeds of the Bond, or any other interest of the withdrawing Member in the League's assets, which are retained in accordance with the provisions hereof.

## **7.4 Member Liabilities Survive Withdrawal**

Any liabilities of the withdrawing Member shall survive any such act of withdrawal.

**PART 8**  
**TERMINATION OF MEMBERSHIP**

**8.1 Automatic Termination**

The Franchise of a Member shall terminate automatically if the Member:

- (a) makes an assignment for the benefit of its creditors;
- (b) files a voluntary petition of bankruptcy;
- (c) is adjudicated to be bankrupt;
- (d) has a receiver or trustee in bankruptcy appointed for the properties and assets of the Member;
- (e) institutes or has instituted, re-organization proceedings under the *Bankruptcy and Insolvency Act (Canada)* or such other applicable bankruptcy or creditor relief legislation or statute;
- (f) is a body corporate which petitions or otherwise attempts to wind up or dissolve itself; or
- (g) is a body corporate and allows any shares or other equity interest of the Member (including but not limited to any rights, options or warrants in the Member) to be transferred except in compliance with the provisions of these Bylaws,  
unless any such proceedings referred to in this Section 8.1 are vacated or stayed within 30 days of the date of their commencement.

**8.2 Suspension or Termination by Special Resolution**

The membership of a Member may be suspended or terminated by Special Resolution, if the Member:

- (a) commits a Material Default;
- (b) fails to pay any dues or other indebtedness owing to the League within thirty (30) days after written notice from the Commissioner of default of payment;
- (c) commits any conduct which materially and adversely affects the reputation, well-being or operation of the League or its Members;

- (d) allows wagering or countenances wagering by its officers or its employees on any game in which a Member Franchise participates;
- (e) permits illegal betting or wagering upon any Premises owned, leased, operated or otherwise controlled by the Member;
- (f) offers, agrees, conspires or attempts to lose or manipulate the score or outcome of any game participated in by a Member Franchise, or fails to suspend immediately, any officer, player or employee so acting, or being interested in such acts. The failure to immediately report these acts to the Commissioner shall also be deemed to be a breach of this Section 8.2;
- (g) fails to remain a Member of the League, except as provided for herein;
- (h) disbands its Franchise during the season;
- (i) disbands its business organization, or ceases its business;
- (j) fails to present its Franchise at the time and place that is scheduled to play in a League pre-season, regular season or playoff game unless such event is caused by an unavoidable travel accident, or conditions beyond the control of the Member;  
or
- (k) fails to honour or pay its obligations as they relate to players' education agreements.

### **8.3 Termination Procedure**

The membership of the Member may be suspended or terminated on the occurrence of any of the events described in Sections 8.1 or 8.2 hereof, by the following procedure:

- (a) Any Member or Members or the Commissioner may refer charges that a Member has violated a provision or provisions of Sections 8.1 or 8.2. Said charges shall be made in writing and shall be filed with the Commissioner, who shall cause a copy thereof to be served by registered mail upon the Member against whom such charges have been made; and,
- (b) The Member so charged shall, within ten (10) days after receipt of the charges, file with the Commissioner its written answer thereto. The Commissioner shall thereupon, transmit such charges and answer to the Board of Governors and call a special meeting of the Board of Governors to hear the charges of the accused Member within the next thirty (30) days.

#### **8.4 Termination Hearing**

- (a) In accordance with Section 8.3(b) the Commissioner shall call a special meeting of the Governors.
- (b) At such hearing, the Chairman shall preside.
- (c) At such hearing, the Member so charged, shall have the right to appear in person and by counsel. Strict rules of evidence, as practiced in the Courts, shall not apply and any relevant sworn testimony under oath and documentary evidence, other than hearsay testimony submitted at the hearing, shall be received and considered.
- (d) After duly considering all of the evidence and argument, if any, the Governors shall make their decision to:
  - (i) abandon all charges and or complaints made against the Member so charged; or
  - (ii) terminate the membership of the Member; or
  - (iii) suspend the membership of the Member;
- (e) All decisions made by the Governors to terminate or suspend shall be determined by Special Resolution.
- (f) The decisions of the Governors made in accordance with the foregoing procedure, shall be final and binding.

#### **8.5 League Option**

On the withdrawal from, or termination of the membership of a Member, the League shall have the option, exercisable by Special Resolution, to purchase the Franchise and all rights, privileges and assets associated with the Member, including but not limited to all of its personal property and assets for the time being, both present and future, without restricting the generality of the foregoing, any personal, moveable and immovable property, of whatsoever nature and kind and wheresoever situate, both present and future, and, without in any way limiting the generality of the foregoing, and all present and future incomes, monies, sources of money, rights, powers, privileges, franchises, easements, agreements, leases, shares, bonds, debentures, book debts, accounts, chooses in actions, securities, standard player agreements, employment agreements and other property and things of value, tangible or intangible, legal or equitable of which the Member may be possessed or entitled to in relation to the Franchise, and without limiting the generality of the foregoing same shall be set off against any liabilities of the Member

with respect to the Franchise, including any unfunded liability of the Franchise which the Member is obligated to fund under these By-Laws, and shall not included such assets which have not otherwise been forfeited to the League pursuant to Section 8.6 hereof, at fair market value as established by an independent business valuator, mutually acceptable to both the League and the affected Member, after hearing full representations from the League and the affected Member. In the event that the League and affected Member cannot select a mutually acceptable business valuator within a period of fifteen (15) days from the withdrawal from, or termination of the membership of a Member, the independent business valuator shall be selected by the League, in its sole discretion. The independent business valuator shall, after hearing full representations from the League and the affected Member, determine the fair market value of the Franchise and the associated assets of the Member. There shall be no right of appeal arising from the decision of the independent business valuator as it relates to the fair market value of the Franchise and the associated assets of the Member.

#### **8.6 Effect of Termination**

- (a) Upon termination of membership of the Member, the lease or license of its Premises, if and to the extent the lease or license is assignable, shall be, at the option of the League, assigned to the League or its nominee;
- (b) All interest of the Member whose membership has been terminated in any and all funds, property, rights and interest of the League, shall be forfeited to and vest in the League;
- (c) Title to all standard player agreements then under contract to the Member whose membership has been terminated, and any players on the protected list of such Member shall, at the option of the League, thereupon vest in the League, to be disposed of in such manner as the League may determine;
- (d) The Member shall, immediately upon the League's request, permit the League or the League's representatives to operate the Franchise, including, without limitation, permit the League or the League's representatives to enter the Premises and operate the Franchise; and
- (e) The Member shall immediately discontinue the operation of the Franchise and the use of the League's proprietary marks and other proprietary rights licensed by the League to the Member, and similar names and marks or any other designating marks associating the Club with the League.

#### **8.6.1 Additional Remedies to Terminate or Prevent Default**

The Member expressly consents and agrees that, in addition to any other remedies that the League may have at law or in equity, the League may obtain an injunction and/or appoint a receiver against the Member, or against the Franchise, respectively, to terminate or prevent the continuation of any existing default, or to prevent the occurrence of any threatened default by the Member of its obligations under these Bylaws.

#### **8.6.2 Survival of Covenants**

Notwithstanding the termination of a Member's Franchise for any reason whatsoever, all covenants and agreements to be performed and/or observed by the Member under these Bylaws or which by their nature survive the termination of its membership, shall survive any such termination.

#### **8.6.3 No Waiver**

The failure of the League to exercise any rights or remedies to which it is entitled upon the happening of any of the events triggering termination shall not be deemed to be a waiver of or otherwise effect, impair or prevent the League from exercising any other right or remedy to which it may be entitled, arising either from the happening of any such event, or as a result of the subsequent happening of the same, or any other event or events.

#### **8.6.4 No Waiver from Acceptance of Payment**

The acceptance by the League of any amount payable by or for the account of the Member after the happening of any event triggering termination, shall not be deemed to be or constitute a waiver by the League of any rights or remedies to which it may be entitled, regardless of the League's knowledge of the happening of such preceding event at the time of the acceptance by the League of such payment.

**PART 9**  
**OBLIGATIONS OF THE LEAGUE**

**9.1 Copy of League Documentation**

The League will provide to the Member, on an annual basis, with a copy of all current rules and regulations of the League and all other pertinent League documentation which relates to the League's Operations, including, without limitation, the following:

- (a) League Regulations, playing rules;
- (b) League Operations Manual;
- (c) Standard Player Agreement and Transaction Forms;
- (d) Current Bylaws and Constitution;
- (e) League budgets, including but without limitation, budgets showing comparisons between actual and budgeted amounts;
- (f) Audited annual financial statements for the League; and,
- (g) Minutes of all meetings of the Board of Governors and any committees of the Board of Governors.

In addition, the League will provide the Member, on a quarterly basis, unaudited quarterly financial statements for the League.

**9.2 Ensure Member Right to Participate**

The League will ensure the Member's right to participate as a full League member in all player dispersal drafts, including, but not limited to, the annual bantam age player draft, the annual European import draft and any other drafts as may be determined from time to time by the League.

**9.3 Ensure Member Right to Promotion and Exclusivity**

The League will ensure that the Member has the right to have exclusive marketing, merchandising and broadcasting rights in the Defined Territory, except for those rights defined by the League to be the property of the League for League-wide marketing, merchandising and broadcasting purposes. The rights defined by the League and considered to be the property of the League are those, which are approved by Special Resolution of the Governors and defined annually in the League Operations Manual.

#### **9.4 Information for Franchise Operations**

The League will provide the Member with any and all pertinent League information and documentation necessary for the Franchise Operations.

#### **9.5 Equal Partner**

The League will ensure that the Member is included as an equal partner in all League-wide communications, marketing and promotional activities of the League, including but not limited to identification in the League guides and all collateral materials.

#### **9.6 Represent Member Interests**

The League will represent the interests of the Members to the best of the League's ability and in accordance with direction received from the Governors, particularly as it relates to the membership of the League in the Canadian Hockey League, Hockey Canada and the Provincial Branch Associations in Western Canada.

#### **9.7 Negotiate Beneficial Agreements**

The League will represent the interests of the Members and negotiate, to the best of the League's ability, an agreement with the National Hockey League and other funding agencies for the benefit of the League, the Member and other Members.

#### **9.8 Funds for Member Benefit**

The League will continue to collect "flow through funds" from third party sources including, but not limited to, the National Hockey League, for the purpose of providing those funds for the benefit of the Members.

#### **9.9 League Rights Enforced Fairly and Equally**

The League shall apply and exercise all rights against Members equally, and in a fair and equitable manner.



**PART 10**  
**OBLIGATIONS OF THE MEMBER FRANCHISES**

**10.1 Member Liability**

The Member shall be liable for all claims, liabilities, damages, losses and expenses, which have accrued, directly or indirectly, to the Franchise as a result of the acts of the Member.

**10.2 Indemnity**

The Member shall indemnify and hold harmless the League and its officers, Governors, employees and other Members and their respective officers, directors, employees and shareholders, from and against any and all claims, liabilities, damages, costs, losses and expenses whatsoever which may be brought against the Member, or its directors, officers, employees or shareholders except to the extent arising from the actions or omissions of the League or any Member or their respective officers, directors, employees, and shareholders.

**10.3 Insurance**

The Member shall obtain and maintain in full force and effect, such insurance coverage and in such amounts as the League may, acting reasonably, from time to time reasonably require, fully protecting as named insureds, the League and the Member, against loss or damage occurring in connection with the Operation of the Franchise. All costs in connection with the placing and maintaining of such insurance shall be borne solely by the Member. All policies of insurance shall:

- (a) be placed with insurers reasonably acceptable to the League;
- (b) be in such form and amounts as are acceptable to the League;
- (c) contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the League 30 days prior written notice;
- (d) name the League as an additional named insured, as its interest appears; and
- (e) contain a waiver of subrogation and rights of recovery against the League, its officers, directors employees and the League's Member Clubs, and their respective officers, directors, shareholders and employees.

Copies of all policies or certificates of insurance and any renewals thereof shall be delivered promptly to the League by the Member from time to time, upon request of the League. Should the Member not place and maintain the insurance required by this Section 10.3, the League has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Member, and all outlays by the League shall be immediately paid by the Member to the League without prejudice to any other rights and remedies of the League under these Bylaws.

#### **10.4 Compliance with Bylaws**

The Member shall comply with these Bylaws as may be amended, supplemented or replaced from time to time, following notice of any such amendments, supplements or replacements, by receipt of copy thereof, and the expiration of a reasonable period in which to implement changes in the Member's practices and procedures made necessary by any such amendments, supplements or replacements.

#### **10.5 Abide by League Instructions**

The Member shall, subject to Section 10.13 and Part 11 herein, abide by all League rules, regulations, Policies, bulletins, notices and directives.

#### **10.6 Execute Documentation Requiring Consent**

The Member shall co-operate with the League by executing all approved documentation requiring the Member's consent, such consent being reasonably required by the League.

#### **10.7 Support League Initiatives**

The Member shall support League-wide hockey and business initiatives, including League sponsorship and supplier agreements, developed by the League from time to time. In this regard, the Member agrees to respect League-wide funding partners and shall not engage in any business activity, which would adversely impact on the League.

#### **10.8 Comply with Sponsor, Broadcast, License Agreements**

The Member shall fully comply with national and regional sponsors, broadcast and supplier license agreements entered into by the League.

#### **10.9 Good Faith Conduct**

The Member shall adhere, in all its dealings with its employees, players, customers, suppliers, the public and the League, to the highest standards of honesty, integrity, fair dealings and ethical conduct.

#### **10.10 Conform to League Image and Standards**

The Member shall do or cause to be done all such things the League may require to ensure that the Franchise satisfies the current image and standards established by the League.

#### **10.11 Permit Inspection**

The Member shall, subject to any limitations imposed by the terms of the lease or license of the Premises, and following receipt of the approval of the Commissioner, permit the League and the League's representatives at all reasonable times, free and unrestricted access to inspect, the Premises and to otherwise examine the manner in which the Member is conducting the Franchise; in the event of any such inspection, the Member and its staff shall co-operate fully with the League and the League's representatives.

#### **10.12 Where Strict Compliance Not Required**

Notwithstanding that a particular Member may be in technical breach of a particular rule, or term of these Bylaws, Policies or Regulations, the League and the other Members collectively shall not require strict compliance, where to do so would unduly affect the viability of the Member in that market, unless the failure to enforce the particular rule, or term of these Bylaws, Policies or Regulations would result in a serious denigration of the League.

#### **10.13 Premises Acceptable to League**

Subject to Section 10.13 and Part 11 herein, the Member agrees to maintain a lease or license for a Premises acceptable to the League, acting reasonably, under terms which are subject to the approval of the League. Such approval will not be unreasonably withheld by the League, provided the Premises adheres to the Arena Facility Standards. The Arena Facility Standards may be amended from time to time by the Governors by amendment to these Bylaws.

#### **10.14 Regular Season and Playoff Home Games at Premises**

Subject to Section 10.13 and Part 11 herein, the Member shall play all of the Member's regular season and playoff home games at the Premises. The Member covenants and agrees that it shall not play any of its home games in alternate premises except with the express prior written consent of the Commissioner, which consent shall not be unreasonably withheld.

#### **10.15 Comprehensive Business Plan**

The Member shall, if requested by the Commissioner, provide a comprehensive three (3) year business plan for the Franchise outlining detailed financial forecasts, marketing strategies and an organizational structure for the Franchise Operations.

#### **10.16 Furnish Reports to League**

The Member shall furnish to the League such reports as the League may require, from time to time, from all Members. Without limiting the generality of the foregoing, the Member shall furnish annually to the League by September 30 in each year, financial statements of the Franchise for the preceding fiscal year of the Franchise; such statements shall be in the reporting format outlined annually to the Member by the League and shall be signed and verified by the Governor of the Member. The reports and financial material furnished to the League shall be considered strictly confidential and specific information pertaining to any individual Member shall not be disclosed except with the express written consent of the Member.

#### **10.17 Permit Audit or Inspection of Financial Records**

The Member shall, if deemed necessary by the Commissioner, permit the League and the League's representatives, during normal business hours and upon 10 days prior notice to the Member, to inspect or audit the financial books, records, documents, tax returns, profit and loss statements, plans, reports, orders, permits, accounting records or other material of the Franchise. If such audit or inspection is made necessary by the failure of the Member to furnish reports, financial statements or any other documentation as herein required, the Member shall immediately pay to the League all reasonable costs incurred by the League in connection with such audit or inspection, including, without limitation, charges of an accountant retained by the League and the travel expenses, room, board and compensation of employees, agents and representatives of the League in carrying out the inspection or audit. Upon the request of the affected Member, the League shall provide the Member with a detailed accounting of the costs incurred by the League in connection with such audit or inspection.

#### **10.18 Provide List of Lawsuits and Claims**

The Member shall, if requested by the Commissioner, provide a detailed list of all lawsuits and claims of any kind against the Member, or to any shareholder or other person directly associated with the Member, during the five (5) year period immediately preceding the Commissioner's request.

#### **10.19 Education and Scholarship Responsibilities**

The Member shall comply fully with the League's player education and scholarship programs and is fully liable for all outstanding and future commitments and obligations of the Member and any prior related entities relating to the League's player education and scholarship programs.

#### **10.20 Reserve Funds for Education and Scholarship Responsibilities**

Each Member shall, with respect to the Member's obligations under the League's education and scholarship programs, have sufficient reserve funds set aside to ensure it is in a position to meet its overall education liabilities as they become due. Each Member shall, at the request of the Commissioner, demonstrate to the Commissioner's satisfaction its ability to meet past, current and future obligations relating to the Member's education scholarship liability.

#### **10.21 Comply with Operating Standards and League Operations Manual**

The Member shall, subject to Section 10.13 and Part 11 herein, Operate and maintain the Franchise in accordance with minimum Operating Standards. The Operating Standards may be amended from time to time by the Governors, by amendment to these Bylaws.

#### **10.22 Regular Residence**

The Member shall ensure that Member ownership or senior management establishes a residence and maintains a regular presence in the Defined Territory.

#### **10.23 Hire Qualified and Experienced Management**

The Member shall hire qualified and experienced management personnel in both the business and hockey areas of the Franchise which personnel shall have demonstrated the capability to operate a hockey or sports franchise in a successful manner.

#### **10.24 Continue to Operate**

The Member shall continue to Operate the Franchise in the Defined Territory, unless and until the Franchise is relocated, transferred or terminated in accordance with these Bylaws.

**10.25 Provide Availability of Premises**

The Member shall, subject to Section 10.13 and Part 11 herein, supply the League by a date determined each year by the League, with all available dates for games at the Premises.

**10.26 Secure Acceptable Billet Family Accommodations**

The Member shall secure, in close proximity to secondary and post-secondary educational institutions, acceptable billet family accommodations for the Member's players.

**10.27 Monitor Academic Progress**

The Member shall regularly monitor academic progress of the Member's players enrolled in secondary and post-secondary courses while playing with the Club and report, as requested by the League, on each player's academic performance in accordance with the League's education standards and Policies.

**10.28 Player Reimbursement**

The Member shall comply with all conditions established by the League regarding the reimbursement of expenses, tuition, textbooks and other compulsory educational fees, including educational advisory and tutoring fees, if deemed necessary, to players in accordance with the terms of the Standard Player Agreement of the League as same may be amended from time to time by the League.

**10.29 Comply with League Playing Rules and Regulations**

The Member shall comply with the League playing rules and Regulations, which may be amended by the League from time to time.

**10.30 Compliance with Laws**

The Member shall comply with all applicable municipal, provincial, state, and federal laws and regulations and shall obtain and at all times maintain any and all permits, certificates, or licenses necessary for the proper conduct of the Franchise. Notwithstanding the generality of the foregoing, the Member shall ensure that all applicable federal, provincial, state, and municipal taxes, including withholding tax, are paid.

### **10.31 Local Broadcasting**

The Member shall, subject to Section 10.13 and Part 11 herein, agree to broadcast all home and away games on a local radio station approved by the League. If a Member determines that broadcasting of a game or games is not available on commercially reasonable terms, the Member can apply for an exception to this provision upon application to the Commissioner.

### **10.32 Attend All Meetings**

The Member shall attend all League meetings scheduled annually, including but not limited to Governors, General Managers, Marketing, Trainers or other League meetings which require all Members to be in attendance.

### **10.33 Not an Agent or Representative of the League**

Under no circumstances whatsoever shall a Member or Members be deemed an agent or representative of the League, or any of its other Members, nor shall any Member pass or attempt to serve as a representative of the League. Only the Executive Committee or the Commissioner or his appointed nominee may make any representations on behalf of the League.

## **PART 11 CURRENT MEMBER FRANCHISES EXEMPTION**

### **11.1 Exemption to Arena Facility and Operating Standards**

All current Members who fall below the minimum standards set forth in the Arena Facility Standards or the Operating Standards, are entitled to an exemption or exemptions to those standards. The exemption or exemptions referred to herein shall be valid until the Board of Governors, by way of Special Resolution, revokes the exemption or exemptions. . Notwithstanding the foregoing, a Member who does not meet Operating Standards or whose Premises does not meet the Arena Facility Standards, shall use commercially reasonable efforts to comply with those standards within a reasonable period of time.

### **11.2 Minimum Facility Standards**

Notwithstanding Section 11.1 herein, absolute minimum facility standards may be imposed by the Commissioner in relation to spectator and player safety or any other safety issue, requirement, or standard, which may be necessary to preserve the integrity of the League.

**PART 12  
TRADEMARKS**

**12.1 Definitions**

For League and Member Clubs business purposes, “marks” shall be defined as trademarks, word marks, trade names, and other commercial symbols and related logos and distinctive designs.

**12.2 Commercial Use of Marks**

Any use of the League marks for commercial purposes is strictly prohibited without the written consent of the League. Members are entitled to use the official trademark of the League for co-branding promotional materials and merchandise, subject to quality control approval of the League.

**12.3 Non-commercial Use of Marks**

Use of the League marks by the Member for non-commercial purposes is permitted, subject to the prior approval of the League.

**PART 13  
BOARD OF GOVERNORS**

**13.1 Number of Governors, Quorum and Qualifications**

The property and business affairs of the League shall be managed by a Board of Governors comprised of two Governors appointed by each Member. Two-thirds (2/3) of the Members represented by one or two Governors at any meeting shall constitute a quorum. Governors must be individuals who are at least eighteen (18) years of age, with power under law to contract. Governors need not be Members.

**13.2 Appointment and Term of Governor**

Subject to Section 13.3, each Member shall, at the Annual General Meeting of the League, appoint two (2) Governors to the Board of Governors for a term not less than one (1) year. Each Member shall determine, using its sole discretion, the term of its Governors. Such appointments shall be in writing, signed by the Member, and a true copy thereof shall be filed with the Commissioner at the Annual General Meeting.



### **13.3 Community and Privately Owned Clubs**

In the case of a community-owned Member, its Governors shall be appointed for at least a three (3) year term and such appointment is subject to the approval of the Board of Governors. In the case of a privately owned Member, its Governors shall be shareholders or properly appointed designates of the privately owned Member, and such appointment is subject to the approval of the Board of Governors.

### **13.4 Present at Meeting**

Each Member of the League shall be entitled to have its duly appointed Governors present at all Board of Governors meetings.

### **13.5 Entitled to Vote**

On any vote of the Board of Governors at a properly constituted meeting, only one of the duly appointed Governors of a Member shall be entitled to vote for the Member, as determined in the Member's sole discretion.

### **13.6 Vacancies**

The office of a Governor shall be automatically vacated:

- (a) if a Governor resigns his office by delivering a written resignation to the Commissioner of the League;
- (b) if a Governor becomes bankrupt or suspends payment or compounds with his creditors;
- (c) if a Member withdraws in writing a nomination for a Governor nominated by the Member;
- (d) if the Governor is found by a court to be of unsound mind; or
- (e) on death of the Governor;

provided that if any vacancy shall occur for any reason contained in this Section 13.6, a Member whose Governor has vacated office shall be entitled to appoint a qualified person as a replacement Governor in writing, a true copy of which shall be filed with the Commissioner forthwith upon such appointment being made. Such appointment shall be subject to the right of each Member to nominate two (2) Governors.

### **13.7 Retiring Governor**

Subject to Section 13.6, a retiring Governor shall remain in office until the dissolution or adjournment of the meeting at which such retirement is accepted and a successor Governor is appointed by the Member which previously appointed the retiring Governor.

### **13.8 First Governors**

The applicants for incorporation shall become the first governors of the League whose terms of office on the Board of Governors shall continue until the first Annual General Meeting, at which time the Governors of the Members shall become the Board of Governors in the manner provided for herein.

## **PART 14 POWERS OF GOVERNORS**

### **14.1 Powers**

The Governors shall administer the affairs of the League in all things and make or cause to be made for the League, in its name, any description of contract that the League may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such other acts and things as the League is by its charter, or otherwise, authorized to exercise and do.

### **14.2 Committees**

The Board of Governors may appoint committees whose members will hold their offices at the will of the Board of Governors. The members of any committees need not be Governors of the League. The Board of Governors shall determine the duties of such committees.

### **14.3 Expenditures**

The Governors shall have power to authorize expenditures on behalf of the League, from time to time, and may delegate by resolution to an officer or officers of the League, the right to employ and pay salaries to employees on behalf of the League.

**PART 15**  
**GOVERNORS MEETINGS**

**15.1 Place of Meeting and Notice**

Meetings of the Board of Governors may be held at any time and place, to be determined by the Governors provided that forty-eight (48) hours written notice of such meeting shall be given, other than by mail, to each Governor. Notice by mail shall be sent at least fourteen (14) days prior to the meeting. There shall be at least one (1) meeting per year of the Board of Governors. No error or omission in giving notice of any meeting of the Board of Governors or any adjourned meeting of the Board of Governors shall invalidate such meeting or make void any proceedings taken thereat and any Governor may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. Subject to Section 13.5, each Governor is authorized to exercise one (1) vote at Meetings of the Board of Governors.

**15.2 Meetings by Teleconference**

Governors may hold meetings of the Board of Governors or any committee thereof by teleconference or by other electronic communication facilities that permit all persons participating in the meeting to hear and communicate with each other, if:

- (a) all the Governors present at such meeting consent thereto and have equal access to such teleconference or other electronic telecommunication facilities; and
- (b) at the commencement of each such meeting the secretary of the meeting will record the names of those Governors in attendance in person or by electronic communications facilities and the chairman will determine whether quorum is present. The chairman of each such meeting shall determine the method of recording votes thereat, provided that any Governor present may require all persons present to declare their votes individually. The Governors shall take such reasonable precautions as may be necessary to ensure that such communications facilities are secure from unauthorized interception or monitoring.

Upon satisfaction of the requirements provided for in paragraphs (a) and (b) above, a Governor participating in such a meeting by such means is deemed to be present at the meeting.

**15.3 Resolutions**

Resolutions will be passed by a majority of the participating Governors by a verbal vote recorded by the secretary, unless the Act or these Bylaws otherwise provide.

#### **15.4 Agents and Employees**

The Board of Governors may appoint such agents and engage such employees as it shall deem necessary from time to time, and such persons shall have such authority and shall perform such duties as shall be prescribed from time to time by the Board of Governors.

#### **15.5 Remuneration of Governors**

The Governors shall serve in such capacity without remuneration and no Governor shall directly or indirectly receive any profit from his or her position as such, provided that a Governor may be paid reasonable expenses incurred by the Governor in the performance of his or her duties.

#### **15.6 Mail Ballots**

Where a notice of meeting states that the Members may vote by mail ballot for the election of the Executive Committee, the form of mail ballot shall be attached to the notice of meeting and the notice shall specify that the mail ballot must be completed, signed by the Member and received by the Secretary of the League (at the address specified) at least seventy-two (72) hours before the meeting at which the Member wishes to record its vote. Any votes received by mail ballot after that time shall not be counted for the purpose of the meeting. The mail ballot shall only be counted provided that the motion on the floor at the meeting is identical to that contained in the mail ballot and all background material available to Members at the meeting has been made available in advance to Members exercising their vote by mail ballot. A mail ballot cannot replace a Governor for the purposes of establishing quorum.

#### **15.7 *In Camera* Sessions**

The Governors may conduct an in-person meeting at the conclusion of each Governor's meeting. Such meeting shall be attended only by the Governors and no minutes will be taken in the *in camera* session.

#### **15.8 Procedure at Governors Meetings**

Meetings of the Board of Governors shall be conducted in accordance with Robert's Rules of Order and follow the fixed order of business in accordance with parliamentary procedure.

**PART 16**  
**PROTECTION OF GOVERNORS AND OFFICERS**

**16.1 For the Protection of Governors and Officers**

Any Governor or officer of the League shall not be liable for any act, receipt, neglect or default of any other Governor, officer or employee or for any loss, damage or expense sustained or incurred by the League as the result of any deficiency of title to any property acquired by the League or for any deficiency of any security upon which any moneys of the League shall be invested or for any loss or damage arising from bankruptcy, insolvency or tortious act of any person including any person with whom any moneys, securities or effects shall be deposited or for any loss, conversion, or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the League or for any other loss, damage or misfortune which may happen in the execution of the duties of such Governor's or officer's respective office, unless such occurrence is as a result of such Governor's or officer's own willful neglect or default.

**16.2 Insurance**

If the Governors so authorize, the League may purchase and maintain insurance for a Governor or officer of the League against any liability incurred by the Governor or officer, in the capacity as a Governor or officer of the League, except where the liability relates to the person's failure to act honestly and in good faith with a view to the best interests of the League.

**PART 17**  
**INDEMNITIES TO GOVERNORS AND OTHERS**

**17.1 Indemnities to Governors and Others**

Every Governor or officer of the League or other person who have undertaken or are about to undertake any liability on behalf of the League or any company controlled by it, and their heirs, executors and administrators, and estate and effects, respectively, shall from time to time, and at all times, be indemnified and saved harmless out of the funds of the League, from and against:

- (a) all costs, charges and expenses whatsoever that such Governor, officer or other person sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against him or her, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him or her, in or about the execution of the duties of his or her office or in respect of any such

liability, provided that such person has acted honestly and in good faith with a view to the best interests of the League; and

- (b) all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his or her own willful neglect or default.

## **PART 18 OFFICERS**

### **18.1 Election of Officers**

The Officers of the League elected annually by the Governors, shall be comprised of the Chairman of the Board, Secretary and the Treasurer and any such other officers as the Board of Governors may by these Bylaws determine, and shall be appointed by resolution of the Governors at the first meeting of the Board of Governors following the annual meeting of Members in which Governors are appointed. The Secretary and Treasurer positions shall be appointed from the Governors.

### **18.2 Term and Removal of Officers**

The officers of the League shall hold office for one (1) year from the date of appointment or election, or until their respective successors are elected or appointed in their stead. Officers shall be subject to removal by Special Resolution of the Board of Governors at any time.

### **18.3 Remuneration**

Officers of the League who are also Governors shall receive no remuneration for serving in such capacity, but are entitled to reasonable expenses incurred in the exercise of their duties.

**PART 19**  
**EXECUTIVE COMMITTEE**

**19.1 Executive Committee**

There shall be an Executive Committee of the League, comprised of the following:

- (a) Past-Chairman of the Board;
- (b) Chairman of the Board, elected every two (2) years;
- (c) Four (4) other governors, elected in accordance with Section 19.3 of these Bylaws for a two (2) year term; and,
- (d) The Commissioner.

The Executive Committee shall exercise such powers as are authorized by the Board of Governors. Any Executive Committee member may be removed by a majority vote of the Board of Governors.

**19.2 Remuneration**

Executive Committee members shall receive no remuneration for serving as such, but are entitled to reasonable expenses incurred in the exercise of their respective duties.

**19.3 Vacancies**

Should any office become vacant, the Governors shall appoint a successor to act in that office until the next annual meeting of the League. Of the four (4) Governors elected in accordance with Section 19.1(c), one must be elected from each of the four divisions of the League. In order to ensure continuity of the Executive Committee, two (2) of the Governors will be elected in alternating years, all Executive Committee members will be elected for a two (2) year term.

**19.4 Ex officio Members**

The Past Chairman of the Board and the Commissioner shall both be ex officio, non-voting members of the Executive Committee.

**19.5 Delegation of Powers**

The Governors, from time to time, may, by Special Resolution, delegate their powers to the Executive Committee, as they deem necessary or appropriate.

## **19.6 Meetings of Executive Committee**

Meetings of the Executive Committee shall be held at any time and place to be determined by the members of such committee provided that forty-eight (48) hours written notice of such meeting shall be given, other than by mail, to each member of such committee. Notice by mail shall be sent at least fourteen (14) days prior to the meeting. Three (3) of the members of such committee (other than *ex officio* members) shall constitute a quorum. No error or omission in giving notice of any meeting of the Executive Committee, or any adjourned meeting of the Executive Committee of the League, shall invalidate such meeting or make void any proceedings taken thereat and any member of such committee may at any time void any proceedings taken thereat and any member of such committee may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.

## **19.7 Voting**

Questions arising at any meeting of the Executive Committee shall be decided by a majority of votes. In the case of an equality of votes, the Chairman of the Board shall have an additional or casting vote.

## **PART 20 DUTIES OF OFFICERS**

### **20.1 Chairman**

The Chairman shall chair and preside at all meetings of the Governors and Members of the League. In the absence of the Chairman, those properly in attendance at such meetings shall choose a person from among themselves to chair the meeting.

### **20.2 Commissioner**

The Commissioner shall be the chief executive officer of the League, and:

- (a) shall be responsible for the overall management and operation of the League, subject to the policy direction of the Governors, and shall ensure that all Regulations, directives and resolutions of the Board of Governors are carried into effect;



- (b) is empowered to execute all corporate agreements and documents requiring the seal of the League, except where required by law to be otherwise signed or executed, and where the signing and execution thereof shall be specifically delegated by the Board of Governors to some other officer or agent of the League; and
- (c) shall discharge all duties imposed upon him or delegated to him by the Governors from time to time, and such other duties imposed on the position by these Bylaws.

#### **20.2.1 Arbitrator in Member Disputes, etc.**

Except as otherwise provided for herein, the Commissioner shall act as arbitrator in any dispute between Members and their owners, disputes arising out of this Agreement, its interpretation or performance and breach, and his decision shall be final and binding on all the said parties and persons, with no further right of appeal.

#### **20.2.2 Arbitrator in Agreement Disputes**

The Commissioner shall act as arbitrator in any dispute as to the interpretation of Standard Player Agreements between Members of the League, players and any affiliated league and his decision shall be final and binding on all the said parties and persons, with no further right of appeal.

#### **20.2.3 Power to Penalize**

The Commissioner shall have the power to suspend, expel, fine or otherwise punish any Club, any owner, manager, coach, or other employee of any Club, or any player of any Club who or which, in the Commissioner's opinion, shall have been guilty of conduct prejudicial to the League, or to the welfare of hockey, regardless of whether or not such conduct occurred in the course of League activity.

#### **20.2.4 Appointment of Replacement**

In the absence or disability of the Commissioner, the Board of Governors may appoint a person to perform his duties and exercise his powers.

#### **20.2.5 Records**

The Commissioner shall ensure that minutes of all meetings of the Board of Governors, the League, and the League's committees are recorded and properly maintained and copies of all minutes are provided in a timely manner to the Members.

### **20.3 League Office**

The League Office (the “League Office”) shall be presided over by the Commissioner, who shall be responsible for the management of the League operations, subject to the policy direction of the Governors.

#### **20.3.1 Purview of League Office**

The League Office shall have the care, control and custody of all the receipts, official records and documents of the League.

#### **20.3.2 Duties of League Office**

The duties of the League Office include, but are not limited to, the following:

- (a) to keep, maintain and record all financial transactions of the League;
- (b) to adhere to and maintain proper accounting and reporting of the financial affairs of the League, as required and directed to from time to time by the Governors;
- (c) To record the minutes of all meetings and to issue on a timely basis, all notice of meetings and other transactions of the League as required herein and as requested from time to time by the Governors;
- (d) to receive all dues, fines and assessments, and disburse such funds at the direction of the Governors;
- (e) to ensure all Members act in accordance with the League rules and regulations;
- (f) to manage the League officiating program and disciplinary action;
- (g) to manage all League-wide marketing and communications services; and
- (h) to implement such rules, regulations, notices, directives and bulletins as may be necessary or desirable to ensure the good conduct and operation of the League and to institute fines and other penalties to be levied against the Members which do not comply with, or adhere to any such rules, regulations, notices, directives or bulletins.

#### **20.4 Treasurer**

The Treasurer shall have the custody of the funds and securities of the League and shall keep full and accurate accounts of all assets, liabilities, receipts and disbursements of the League in the books belonging to the League and shall deposit all monies, securities and other valuable effects in the name and to the credit of the League in such chartered bank or trust company, or, in the case of securities, in such registered dealer in securities as may be designated by the Board of Governors from time to time. The Treasurer shall disburse the funds of the League as may be directed by proper authority taking proper vouchers for such disbursements, and shall render to the Commissioner and Governors at the regular meeting of the Board of Governors, or whenever they may require it, an accounting of all the transactions and a statement of the financial position of the League. The Treasurer shall also perform such other duties as may, from time to time, be directed by the Board of Governors.

#### **20.5 Secretary**

The Secretary may be empowered by the Board of Governors, upon resolution of the Board of Governors, to carry on the affairs of the League generally under the supervision of the officers thereof and shall attend all meetings and act as clerk thereof and record all votes and minutes of all proceedings in the books to be kept for that purpose. The Secretary shall give or cause to be given notice of all meetings of the Members and of the Board of Governors and shall perform such other duties as may be prescribed by the Board of Governors. The Secretary shall be custodian of the seal of the League, which the Secretary shall deliver only when authorized by a resolution of the Board of Governors to do so, and to such person or persons as may be named in the resolution. The Secretary shall be entitled to delegate to any League Official the duty to act as a clerk of all meetings of the Board of Governors and to record all votes and minutes of all proceedings in the books to be kept for that purpose

#### **20.6 Duties of Other Officers**

The duties of all other officers of the League shall be those as the terms of their engagement call for, or the Board of Governors require of them.

**PART 21  
EXECUTION OF DOCUMENTS**

**21.1 Execution of Documents**

Contracts, documents or any instruments in writing requiring the signature of the League, shall be signed by the Commissioner and all contracts, documents and instruments in writing so signed shall be binding upon the League without any further authorization or formality. The Governors shall have power from time to time by resolution to appoint persons on behalf of the League to sign specific contracts, documents and instruments in writing. The Governors may give the League's power of attorney to any registered dealer in securities for the purposes of the transferring of and dealing with, any stocks, bonds, and other securities of the League. The seal of the League when required may be affixed to contracts, documents and instruments in writing signed as aforesaid, or by such persons appointed by resolution of the Board of Governors.

**PART 22  
MEETINGS**

**22.1 Annual General Meeting**

An Annual General Meeting of the League shall be held each year, prior to June 30<sup>th</sup>, unless otherwise directed by the Governors.

**22.1.1 Location**

The site of the Annual General Meeting shall be determined by the Governors.

**22.1.2 Notice**

Formal notice of an Annual General Meeting shall be given to all Members at least fourteen (14) days before any such scheduled meeting.

**22.1.3 Order of Business**

Notice of the Annual General Meeting shall include the order of business, and any proposed amendments to these Bylaws.

#### **22.1.4 Auditors**

The Members shall, at each Annual General Meeting, appoint one or more auditors to audit the accounts of the League. The auditors shall hold office until the next Annual General Meeting, provided that the Members may fill any casual vacancy in the office of the auditor. The remuneration of the auditor(s) shall be fixed by the Board of Governors.

#### **22.1.5 Financial Statements**

The auditor shall audit the annual Financial Statements of the League and make a report to the Members regarding the financial status and financial affairs of the League, and whether the Financial Statements are fairly presented in accordance with generally accepted accounting principles, at each Annual General Meeting.

#### **22.1.6 Representative Shall Bind**

At all meetings of the League, each Member shall be represented by its duly appointed Governor(s), who alone shall represent and bind the Member with his vote.

#### **22.2 Committees**

At the Annual Meeting of the League, or at any special meeting of the League, the Governors may, by Special Resolution, appoint such committees, as may be deemed fit, and shall provide terms of reference for such committees and set a date for reports of such committees.

#### **22.3 Special Meetings**

Special meetings of the League, which may be by way of teleconference, may be called by the Chairman of the Board, or the Commissioner, at their discretion at any time, and shall also be called whenever requested to do so in writing by eight (8) Members.

##### **22.3.1 Notice of Purpose**

On calling a special meeting, the Chairman of the Board or the Commissioner, shall issue notice to all Members stating the purpose thereof.

#### **22.4 Regular Meetings**

Regular meetings of the League shall be held from time to time as directed by the Chairman of the Board, or the Commissioner.

#### **22.4.1 Notice**

Notice of regular meetings shall be provided to each Member at least five (5) days before any such regular meeting. Notice of the regular meetings shall include the agenda for the meeting.

#### **22.5 Chairman Shall Preside**

The Chairman of the Board shall preside at all meetings of the League, but the Commissioner shall preside in the place and stead of the Chairman of the Board, in the Chairman of the Board's absence.

#### **22.6 Adopting Resolution**

Any action or resolution which may be taken or adopted in a meeting of the League, may be taken or adopted by an instrument in writing, signed by two-thirds (2/3) of the Members of the League.

#### **22.7 Amendments**

Amendments may be made to the Regulations of the League, pursuant to a Special Resolution.

#### **22.8 Quorum**

Two-thirds (2/3) of the Members present at the Annual General Meeting of the League shall constitute a quorum.

### **PART 23 CONFLICT OF INTEREST**

#### **23.1 Conflicting Interests and Loans**

These Bylaws require that:

no Member shall exercise control, directly or indirectly, over the Franchise issued to any other Member;

no Member shall, directly or indirectly, loan money to or become a guarantor for a player of any other Member;

no Member, player, coach or manager shall, directly or indirectly, loan money to or become a guarantor for any referee, linesman or similar official employed by the League;

no employee, referee, or linesman of the League shall, directly or indirectly, own stock or have a financial interest in any Member, or loan any money to or become a guarantor for any such Member, nor shall any such Member or shareholder, principal or officers of a Governor thereof, loan money to or become a guarantor for any such person, unless all facts of the transaction shall first be fully disclosed to the other Members of the League and be approved by them; and

no Member and no officer, agent or employee of any Member, shall with the knowledge, assistance of, or acquiescence of such Member, without the unanimous written consent of the other Members, be a party to any negotiation, proposal or agreement, or do any act whereby, directly or indirectly, becomes or proposes to become a competitor of the League.

### **23.2 Disclosure of Interest**

At each Annual General Meeting, each Member shall file in writing, information disclosing the true ownership of the Member, and such disclosure shall be full disclosure so that all persons with an interest in the ownership of each Member are fully disclosed, and failing to comply with true facts, the said Member's Franchise may be terminated by Special Resolution.

### **23.3 Disclosure of Change in Ownership Interest**

Any transfer, sale, assignment, pledge, mortgage or hypothecation of any shares or interest, or any proposed change in the composition of the shareholders, partners or principals, as applicable, or any amalgamation, merger, arrangement or other corporate reorganization which results or could result in a change in the legal or beneficial interest of a shareholder, partner or other owner of the Member entity or the Member's said interest in the Franchise of less than fifty (50%) percent of the total legal or beneficial ownership of the Member entity or the Member's said interest in the Franchise shall be filed at the League Office and shall be subject to the approval of the Commissioner. Such approval shall not be unreasonably withheld. Any Member who fails to comply with the foregoing shall be subject to fine or disciplinary action by the Commissioner. Any transfer, sale, assignment, pledge, mortgage or hypothecation of any shares or interest, or any proposed change in the composition of the shareholders, partners or principals, as applicable, or any amalgamation, merger, arrangement or other corporate reorganization which results or could result in a change in the legal or beneficial interest of a shareholder, partner or other owner of the Member entity or the Member's said interest in the Franchise of equal to or greater than fifty (50%) percent of the total legal or beneficial ownership of the Member entity or the Member's said interest in the Franchise shall be filed at the League Office and be subject to the approval of the Board of Governors by way of Special Resolution in accordance with and pursuant to Part 6 of these By-Laws.

#### **23.4 Interest of Governors in Contract**

- (a) A Governor of the League shall disclose to the League, in writing or by requesting to have it entered in the minutes of the meetings of Governors or of meetings of committees of Governors, the nature and extent of any interest that he or she has in a material contract or material transaction, whether made or proposed, with the League, if the Governor
  - (i) is a party to the contract or transaction;
  - (ii) is a Governor, director or officer, or an individual acting in a similar capacity, of a party to the contract or transaction; or
  - (iii) has a material interest in a party to the contract or transaction.
- (b) The disclosure required by paragraph (a) shall be made,
  - (i) at the meeting at which a proposed contract or transaction is first considered;
  - (ii) if the Governor was not, at the time of the meeting referred to in paragraph (a), interested in a proposed contract or transaction, at the first meeting after he or she becomes so interested;
  - (iii) if the Governor becomes interested after a contract or transaction is made, at the first meeting after he or she becomes so interested; or
  - (iv) if an individual who is interested in a contract or transaction later becomes a Governor, at the first meeting after he or she becomes a Governor.
- (c) If a material contract or material transaction, whether entered into or proposed, is one that, in the ordinary course of the League's business, would not require approval of Governors or Members, a Governor shall disclose, in writing to the League or request to have it entered into the minutes of meetings of Governors or of meetings of committees of Governors, the nature and extent of his or her interest immediately after he or she becomes aware of the contract or the transaction.
- (d) A Governor required to make a disclosure under paragraph (a) shall not vote on any resolution to approve the contract or transaction unless the contract or resolution
  - (i) relates primarily to his or her remuneration as a Governor of the League;



- (ii) is for indemnity or insurance; or
  - (iii) is with an affiliate.
- (e) For the purposes of this Part, a general notice to the Governors declaring a Governor is to be regarded as interested, for any of the following reasons, in a contract or transaction made with the party, is a sufficient declaration of interest in relation to the contract or transaction:
  - (i) the Governor is a Governor, or acting in a similar capacity, of a party referred to in paragraph (a)(ii) or (a)(iii);
  - (ii) the Governor has a material interest in the party; or
  - (iii) there has been a material change in the nature of the Governor's interest in the party.
- (f) The Members of the League may examine the portions of any minutes of meetings of Governors or committees of Governors that contain disclosures under this section, and any other documents that contain those disclosures, during the usual business hours of the League.
- (g) A contract or transaction for which disclosure is required under paragraph (a) is not invalid, and the Governor is not accountable to the League or its Members for any profit realized from the contract or transaction, because the Governor's interest in the contract or transaction or because the Governor was present or was counted to determine whether a quorum existed at the meeting of Governors or committee of Governors that considered the contract or transaction, if
  - (i) disclosure of the interest was made in accordance with paragraphs (a) to (f);
  - (ii) the Governors approved the contract or transaction; and
  - (iii) the contract or transaction was reasonable and fair to the League when it was approved.
- (h) Even if the conditions of paragraph (g) are not met, a Governor, acting honestly and in good faith, is not accountable to the League or to its Members for any profit realized from a contract or transaction for which disclosure is required under paragraph (a), and the contract or transaction is not invalid by reason only of the interest of the Governor in the contract or transaction, if

- (i) the contract or transaction is approved or confirmed by the Members;
  - (ii) disclosure of the interest was made to the Members in a manner sufficient to indicate its nature before the contract or transaction was approved or confirmed; and
  - (iii) the contract or transaction was reasonable and fair to the League when it was approved or confirmed.
- (i) If a Governor of the League fails to comply with this section, a Court may, on application of the League or any of its Members, set aside the contract on transaction on any terms that it thinks fit, or require the Governor to account to the League for any profit or gain realized on it, or do both those things.

## **PART 24 DUES AND ASSESSMENTS**

### **24.1 Assessment**

At any meeting, the Governors may determine and fix the amount that each Member shall pay as annual dues to the League, and the amount of any further assessment that may be necessary for each Member to pay in order to defray the expenses and liabilities of the League.

### **24.2 Notice**

Notice of such assessment set forth in subsection 24.1, shall be sent to each Member, by the Commissioner and shall be paid by the Member within fifteen (15) days of such notice to the League Office.

### **24.3 Payment**

Each Member shall pay to the League Office the amount determined to be paid, by vote of the Governors, at such time or times and in such manner as may be determined by the Governors.

### **24.4 Playoffs**

For each and every scheduled playoff game, the home team shall pay to the League Office such amount as may be determined by the Governors, payable at the conclusion of each playoff series and to be accompanied by copies of the official box office statements.

**PART 25  
REGULATIONS AND AMENDMENTS**

**25.1 Regulations**

The Governors may make Regulations from time to time, that they deem necessary, by Special Resolution. Such Regulations may be altered, amended or deleted by Special Resolution at any meeting provided that proper notice has been provided.

**25.2 Amendments to the Bylaws**

Any provision of these Bylaws may be amended by Special Resolution at any properly constituted meeting of the Governors, provided notice of the proposed amendment has been given to each Member at least fourteen (14) days prior to such meeting, and further provided that the repeal or amendment of these Bylaws relating to the requirements of subsection 155(2) of the *Canadian Corporations Act (Canada)* shall not be enforced or acted upon until the approval of the Minister of Industry has been obtained.

**PART 26  
BOOKS AND RECORDS**

**26.1 Books and Records**

The Commissioner shall ensure that all necessary books and records of the League required by the Bylaws of the League, or any applicable statute or law, are regularly and properly kept.

**PART 27  
INTERPRETATION**

**27.1 Interpretation**

In these Bylaws and in all other bylaws of the League hereafter passed, unless the context otherwise requires, words importing the singular number shall include the plural number and

*[The remainder of this page is left blank intentionally.]*

vice versa, and references to persons shall include firms and corporations.

**ENACTED** the \_\_ day of \_\_\_\_\_, 2013.

**WITNESS** the corporate seal of the League.

\_\_\_\_\_  
Commissioner – Ron Robison

\_\_\_\_\_  
Secretary

**CONFIRMED** on the \_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Secretary

## **SCHEDULE I**

### **MEMBERS OF THE WESTERN HOCKEY LEAGUE**

<b>CLUB NAME</b>	<b>OWNERSHIP ENTITY</b>
Brandon Wheat Kings	Brandon Wheat Kings Limited Partnership
Calgary Hitmen	Calgary Flames Limited Partnership
Edmonton Oil Kings	Edmonton Major Junior Hockey Corporation
Everett Silvertips	EHT Inc.
Kamloops Blazers	Kamloops Blazers Holdings Ltd.
Kelowna Rockets	Kelowna Rockets Hockey Enterprises Ltd.
Kootenay Ice	Kootenay Ice Hockey Club Ltd.
Lethbridge Hurricanes	Lethbridge Hurricanes Hockey Club
Medicine Hat Tigers	Medicine Hat Tiger Hockey Club Ltd.
Moose Jaw Warriors	Moose Jaw Tier 1 Hockey Inc.
Portland Winterhawks	Portland Winterhawks, Inc.
Prince Albert Raiders	Prince Albert Raiders Hockey Club Inc.
Prince George Cougars	Brodsky West Holdings Ltd.
Red Deer Rebels	Rebels Sports Ltd.
Regina Pats	Braken Holdings Ltd.
Saskatoon Blades	Saskatoon Blades Hockey Club Ltd.
Seattle Thunderbirds	Thunderbird Hockey Enterprises, LLC
Spokane Chiefs	Hat Trick, Inc.
Swift Current Broncos	Swift Current Tier 1 Franchise, Inc.
Tri-City Americans	Tri-City Americans Hockey, LLC
Vancouver Giants	Vancouver Junior Hockey Partnership Ltd.
Victoria Royals	West Coast Hockey LLP

## **SCHEDULE II**

### **ARENA FACILITY STANDARDS**

The Member shall play all League home and playoff hockey games in an arena facility (the "Arena") that meets the following minimum standards, as amended from time to time by the Board of Governors pursuant to these Bylaws:

1. If the Member is not the owner of the Arena, the Member must be the primary tenant of the Arena under a current and valid arena lease, the terms of which are subject to the approval of the League. A valid lease must be in effect prior to opening of the regular season, unless prior approval is granted by the League.
2. Any new Arena shall have a minimum seating capacity for four thousand (4,000) spectators. If necessary, the Member must obtain prior approval of the League to play regular season and playoff games in an arena facility having a seating capacity below the minimum standard.
3. The Arena playing surface (minimum 200 feet x 85 feet), boards and player/penalty benches must conform to the League playing rules and regulations, as may be amended from time to time at the discretion of the League.
4. The Member shall be entitled to secure team practice ice time at the Arena as required during the hockey season, at no cost to the Member, specifically for the purpose of holding pre-season training camp and regular practice sessions during the pre-season, regular season and playoffs.
5. Provisions in the Arena lease shall include the right for the Member to sell within the facility, the following properties and to retain the majority share of the revenue derived from such properties:
  - a) Licensed merchandise including souvenirs and game publications; and
  - b) In-arena advertising, including rink boards, in-ice and other ice level advertising opportunities
6. For the term of the lease agreement, the Arena shall provide the Club the following in the facility:
  - a) Administrative space in close proximity to the main entrance of the facility (minimum 2,500 square feet);
  - b) Minimum twenty (20) permanent parking stalls in a prime parking location;

- c) Home team dressing room (minimum 1,200 square feet);
  - d) Off-ice training/fitness room (minimum 1,500 square feet); and,
  - e) Sufficient storage space for hockey and administrative supplies (minimum 1,000 square feet).
7. For all preseason, regular season and playoff games, the Arena shall provide the Club with the following at the facility:
- a) Parking space for visiting team bus close to the Arena entrance;
  - b) Visiting team dressing room (minimum 1,000 square feet);
  - c) Dressing room for on-ice officials (minimum 200 square feet);
  - d) Meeting room for off-ice officials (minimum 100 square feet);
  - e) Acceptable VIP hospitality/reception room (minimum 500 square feet);
  - f) Acceptable media hospitality/reception room (minimum 200 square feet);
  - g) Adequate staffing for all event functions, including security personnel, ushers and box office personnel;
  - h) Access to public address system and electronic scoreboards;
  - i) Carpet/podium, as required, for on-ice ceremonies;
  - j) Computerized ticket sales service to ensure maximum ticket distribution;
  - k) Adequate radio, internet and television broadcast facilities (including broadcast booths for television comments and interview areas; broadcast studio and an internet encoder station);
  - l) Media press box facilities capable of hosting a minimum of twenty four (24) media positions. Press box must have a minimum of two (2) phone lines for media use and two (2) internet lines (1 ADSL, 1 High Speed). Home teams are required to provide two (2) seats for members of the visiting team coaching staff, upon request;
  - m) Acceptable television camera position and arena lighting for live television broadcasts;

- n) Acceptable public address /sound system for Arena capacity;
  - o) Acceptable power source for television broadcast facilities;
  - p) Acceptable area for promotional product displays and right to sample products within facility;
  - q) Access to daily laundry, skate sharpening and equipment repair services;
  - r) Protective tarps, as required, covering the ice entrance for both visiting and on-ice game officials;
  - s) Emergency medical response room and qualified medical personnel;
  - t) Adequate areas for the sale of Member merchandise and souvenir programs; and,
  - u) Adequate security personnel in dressing room area for participating teams and entrance/exits of visiting team and on-ice officials.
8. With the permission of the Member, the League shall be entitled to use the Arena and related facilities for any game or special events conducted by the League, according to the terms and conditions of the arena lease.
9. The Member shall have exclusivity for all hockey events scheduled in the Arena each season. Other entities shall not be allowed to stage events in the Arena without the express written consent of the Member.

Should the Member not be in a position to meet any of the criteria as outlined above, the Member shall make an application to the Commissioner for special approval.



### **SCHEDULE III**

#### **CLUB OPERATING STANDARDS**

In order to provide the highest quality of hockey development experience for the participants and to continue serving as a leading sports entertainment property, the Member is required to meet the following League operating standards, as amended from time to time by the Board of Governors, pursuant to these Bylaws:

1. General player services to consist of the following:
  - a) Ensure active roster players, receive at no cost, each season any equipment necessary to participate at the major junior level; including but not limited to hockey skates, adequate supply of hockey sticks, protective equipment, uniforms, tape and other supplies;
  - b) Provide a fitness area facility with adequate amount of stationary bikes, weights and other training equipment necessary for an acceptable off-ice training program;
  - c) Provide suitable off-ice training wear, as required, to facilitate off-ice training programs;
  - d) Conduct fitness tests to measure level of conditioning. Training and frequency of such tests will be at the Member's discretion;
  - e) Provide immediate general and specialized medical examinations as required and second medical opinions, if deemed necessary, with respect to the treatment for any injuries that occur to a player while participating with the Member;
  - f) Provide regular practice sessions to assist with the player's skill development of each Member Club;
  - g) Provide a prescribed off-ice training program for both in-season and off-season purposes, which is designed to assist with the players physical development;
  - h) Provide comprehensive medical and dental insurance coverage for all players, in accordance with League standards and Policies;
  - i) Supply adequate support staff to provide the players with the following services: skate sharpening, laundry, equipment repairs and ordering of supplies;
  - j) Make every attempt to schedule practices, team travel and team functions at times that minimize conflict with regular school hours;

- k) Provide tutoring or school counseling services for players, as required during the school year; and,
- l) Monitor the player's progress in school on a regular basis, in accordance with League education standards.

2. General team services to consist of the following:

- a) Provide a high standard of team transportation, including but not limited to, quality bus, hotels and restaurants for team meals. Bus standards to adhere strictly to specifications provided by the League;
- b) Provide an acceptable travel insurance policy for both in country and out of country travel purposes in accordance with League standards and Policies;
- c) Provide goal judges and minor officials for all home games;
- d) Provide on site, at all home games, a qualified team doctor;
- e) Provide on site, at all home games, qualified emergency response personnel, necessary emergency equipment (i.e. defibrillators) and immediate access to ambulance services;
- f) Provide on call, at all home games, a qualified team dentist; and,
- g) To comply with the League immigration requirements as may be amended from time to time.

3. Member club staff to consist of the following:

- a) Recommended minimum full time team personnel:
  - 1 General Manager
  - 2 Coaches (one of which may be General Manager and Head Coach combined) (maximum 3 full time coaches)
  - 1 Trainer (with certification standards specified by the League (maximum 2 full time trainers))
  - 1 Head Scout or Director of Player Personnel (maximum 2 full time scouts)
  - 1 Marketing Director or Communications / Media Director
  - 1 Secretary or Receptionist
  - 1 Office Manager or Bookkeeper

b) Recommended minimum part-time staffing:

- 1 Equipment Manager
- 1 Education Advisor
- 4 area Scouts, as required

4. Member club to promote in their respective markets, as follows:

- a) to invest, as required, given the nature of the market, in media advertising and promotion in order to achieve base marketing objectives, market awareness and revenue expectations;
- b) to actively participate, as deemed beneficial to the Member's best interest, in various community activities including minor hockey and other charity programs;
- c) to assist other member clubs, upon request, with advice regarding general franchise operations and business practices, team travel arrangements, and promotional activities;
- d) to actively promote awareness of the Member to the full extent through media and other vehicles during the time period leading up to and during the entire hockey season;
- e) to provide local media and sponsors with an acceptable level of servicing during the period leading up to and throughout the hockey season; and,
- f) to provide access to game tickets for all home games, for all official team members and immediate family.

---

## **WESTERN HOCKEY LEAGUE**

**FATHER DAVID BAUER ARENA**  
**2424 UNIVERSITY DRIVE NW., CALGARY, ALBERTA, CANADA T2N 3Y9**  
**PHONE: 403.693.3030 • FAX: 403.693.3031**

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This is Exhibit "C" referred to in the affidavit of Brendan O'Keefe

sworn before me, this 15

day of June, 2016

Zi Gyo  
A commissioner for taking affidavits



## ARTICLES • BY-LAWS • REGULATIONS • HISTORY

As adopted at Ottawa, December 4, 1914  
and amended to June 2009.

**Effective 2009 - 2010 Season**



# CANADA



HockeyCanada.ca

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**HOCKEY CANADA**

**ARTICLES  
BY-LAWS  
REGULATIONS  
HISTORY**

As amended to June 2009

This edition is prepared for easy and convenient reference only. Should errors occur, the contents of this book will be interpreted by the President according to the official minutes of meetings of this Association. The Handbook is published every two (2) years and any changes to the constitution that are approved during even numbered seasons will be incorporated in the copy posted on the web site.

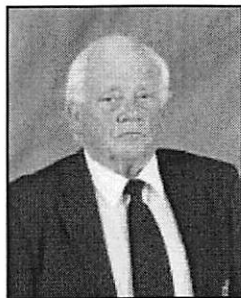
The Playing Rules of this Association are published in a separate booklet and may be obtained from the Executive Director of any Hockey Canada Branch, from any office of Hockey Canada or from Hockey Canada's web site.

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**HockeyCanada.ca**

---

Ken Corbett  
164 Ramsey Drive  
RR1 Stn Main  
Carleton Place, ON K7C 3P1



Chair of the Board  
Hockey Canada  
2009

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**HOCKEY CANADA  
MISSION STATEMENT**

Lead, Develop and Promote Positive Hockey Experiences

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[HockeyCanada.ca](http://HockeyCanada.ca)



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*Glen McCurdie	Senior Director, Member Services
Brad Pascall	Senior Director, Men's National Teams
Paul Carson	Director, Hockey Development
Noel Fader	Director, Fund Development
Julie Healy	Director, Female Hockey
*Sean Kelly	Director, Regulations and Legal Affairs
Jonah McEachern	Director, Operations
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Scott Salmond	Director, Men's National Teams
Al Smith	Director, Financial Services
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*Todd Jackson	Senior Manager, Safety and Insurance
Corey McNabb	Senior Manager, Player Development
*Dale Ptycia	Senior Manager, Licensing
Aaron Wilson	Senior Manager, Creative Services/Brand
Todd Anderson	Manager, Officiating
Adam Barrie	Manager, Human Resources and Administration
Jeff Beck	Manager, Marketing Services and Events
Shawn Bullock	Manager, Men's National Teams
Ben Cooper	Manager, Men's National Team Video



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Adam Crockett	Manager, Men's National Team (Sledge Hockey)
Derek Descoteau	Manager, Coaching
Blair Foursha	Manager, Financial Services
*Viviane Lafontaine	Manager, Printing Services/BreakAway
*David Lawton	Manager, Information Technology
Linda Liepert	Manager, Travel
Marco Marciano	Manager, National Women's Team Video
Kalli Quinn	Manager, Events and Facilities Development
Trina Radcliffe	Manager, Female Development
Ryan Robins	Manager, Marketing Services/Events
*Bryan Swain	Manager, Marketing Services/Events
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Amber Lesage	Coordinator, Female Hockey
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Lesley Reddon	Coordinator, Women's High Performance Programs
Leanne Schaff	Coordinator of Finance
*Kimberley Smith	Coordinator, Safety and Risk Management
Darcy Steen	Coordinator, Women's High Performance Programs

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HOCKEY CANADA

**ARTICLES  
BY-LAWS  
REGULATIONS  
HISTORY**

**ARTICLES**

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**PART I : ARTICLES**

WHEREAS Hockey Canada is a voluntary Association of members and individuals, structured to promote and foster amateur hockey throughout Canada;

AND WHEREAS Hockey Canada is the self-governing body of all amateur hockey in Canada;

AND WHEREAS Hockey Canada represents Canada internationally;

AND WHEREAS Hockey Canada consists of member Branches, their members, Associate members, and individuals;

AND WHEREAS Hockey Canada's members share the same goals, philosophy and responsibilities of membership, and agree to be governed by a uniform set of rules and regulations that it shall establish from time to time;

NOW THEREFORE be it enacted:

**ARTICLE ONE**

**NAME OF THE ASSOCIATION**

1. This organization shall be registered as the Canadian Hockey Association. The Association is registered with the business name "Hockey Canada". For legal purposes, the name shall be the Canadian Hockey Association, but for all other purposes, this organization shall be known as Hockey Canada. "Hockey Canada" shall hereinafter be referred to as the "Association".

**ARTICLE TWO**

**STATUS OF THE ASSOCIATION**

1.
  - a. This Association is the governing body of amateur hockey in Canada;
  - b. The Association shall create a Board of Directors, which is responsible for the Association's Articles, By-Laws, Regulations, Policies and Playing Rules.

**ARTICLE THREE**

**OBJECTS**

1. The Associations' objects are to:
  - a. Foster and encourage the sport of amateur hockey throughout Canada;

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## ARTICLES

- b. Foster and encourage leadership programs in all areas related to the development of hockey in Canada;
- c. Recognize and sanction the establishment of governing bodies in Canada in accordance with the principles, philosophy, and practices of the Association;
- d. Support and encourage Branches and other members in the development of amateur hockey within their jurisdictions and areas of responsibility;
- e. Establish and maintain uniform playing rules for amateur hockey;
- f. Maintain national insurance programs;
- g. Affiliate with and co-operate with other national or international amateur hockey organizations;
- h. Conduct Inter-Branch and international contests of amateur hockey;
- i. Provide representation for international open hockey competition.

## ARTICLE FOUR

### MEMBERSHIP

1. The members of the Association are:
  - a. Individual Branches;
  - b. Associate Members;
  - c. Life Members;
  - d. Individuals elected in accordance with the Associations' By-Laws and Regulations; and
  - e. Individuals appointed in accordance with the Association's By-Laws and Regulations.
2. Branches are entitled to:
  - a. Receive notices of meetings;
  - b. Attend meetings;
  - c. Speak at meetings;
  - d. Vote in accordance with the Association's By-Laws;
  - e. Participate in the programs of the Association;
  - f. All other rights and privileges as the Board of Directors may, from time to time, decide.
3. Associate members are entitled to:
  - a. Receive notices of meetings;
  - b. Attend meetings (at their own expense);
  - c. Speak at meetings;
  - d. Participate in the programs of the Association (at their own expense);
  - e. All other rights and privileges as the Board of Directors may, from time to time, decide;

## **ARTICLES**

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- f. Compete for trophies offered for competition by its own membership.
- 4. Associate members are not entitled to:
  - a. Vote at Hockey Canada meetings;
  - b. Use of the Hockey Canada logo without the written consent of the Hockey Canada Board or their designate;
  - c. Use of the Hockey Canada human / financial resources without the written consent of the Board.
- 5. Life Members are entitled to:
  - a. Receive notices of meetings;
  - b. Attend the Annual General Meeting of the Association;
  - c. Speak at the Annual General Meeting;
  - d. Attend other meetings (at their own expense);
  - e. All other rights and privileges as the Board of Directors may, from time to time, decide.
- 6. Elected individuals are entitled to:
  - a. Receive notices of meetings;
  - b. Speak at meetings;
  - c. Vote in accordance with the Association's By-Laws;
  - d. Participate in the programs of the Association;
  - e. All other rights and privileges as the Board of Directors may, from time to time, decide.
- 7. Appointed individuals are entitled to:
  - a. Receive notices of meetings;
  - b. Speak at meetings;
  - c. Participate in the programs of the Association in accordance with the By-Laws of the Association;
  - d. All other rights and privileges as the Board of Directors may, from time to time, decide.

## **MEMBER BRANCHES**

- 8. The Member Branches of the Association are:
  - a. The British Columbia Amateur Hockey Association shall have jurisdiction over the Province of British Columbia and the Yukon Territory.
  - b. Hockey Alberta shall have jurisdiction over the Province of Alberta.
  - c. The Saskatchewan Hockey Association shall have jurisdiction over the Province of Saskatchewan.
  - d. Hockey Manitoba shall have jurisdiction over the Province of Manitoba.
  - e. Hockey Northwestern Ontario shall have jurisdiction over that part of North-western Ontario West of the 85th Meridian.
  - f. The Ontario Hockey Federation shall have jurisdiction over the Province of Ontario, with

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## ARTICLES

the exception of those portions placed under the jurisdiction of Hockey Northwestern Ontario and the Ottawa and District Hockey Association, and also including the town of Gananoque and of that portion of the County of Leeds West of Highway No. 32 and South of Highway No. 15.

- g. The Ottawa and District Hockey Association shall have jurisdiction over that part of Ontario lying East of, and including the Counties of Leeds, Lanark and Renfrew.
  - h. Hockey Québec shall have jurisdiction over the Province of Québec.
  - i. Hockey New Brunswick shall have jurisdiction over the Province of New Brunswick.
  - j. Hockey PEI shall have jurisdiction over the Province of Prince Edward Island.
  - k. Hockey Nova Scotia shall have jurisdiction over the Province of Nova Scotia.
  - l. Hockey Newfoundland and Labrador shall have jurisdiction over the Province of Newfoundland and Labrador.
  - m. Hockey North shall have jurisdiction over the Northwest and Nunavut Territories.
  - n. A Branch may at any time be admitted to or withdraw from membership in this Association upon compliance with the By-Laws of this Association. (These bodies are hereinafter referred to individually as a "Branch" and collectively as "Branches".)
9. a. Full membership in the above Branches shall be restricted to teams, leagues or associations of recognized amateur standing.
- b. Membership in the above Branches by the constituent bodies, players, members and individuals, is purely voluntary, but application for or acceptance of membership entails acceptance by such constituent bodies, players, members and individuals, of the final and binding authority of all rulings and decisions of the Board of Directors of this Association and acceptance of the governing authorities of this Association.
- c. Branches shall accept and subscribe to such insurance coverage as may be approved and made mandatory from time to time by the Board of Directors of this Association.
10. a. Branches of this Association have an obligation and are empowered to foster, conduct and control amateur hockey within their respective jurisdictions in a manner consistent with the Articles, By-Laws, Regulations, Policies and Playing Rules and Board of Directors' decisions of this Association.
- b. Branches may exercise total autonomy by way of interpreting and applying Rules, Regulations, Board of Directors' decisions and national rulings in a more restrictive manner.
- c. The Board of Directors of this Association may always, at any time, over-rule any decision of any Branch or official thereof, which is inconsistent with the Articles, By-Laws, Regulations, Policies and Playing Rules, or Board of Directors' decisions of this Association, including any decision by a Branch, which makes a national ruling less restrictive.
- d. The Articles, By-Laws and Regulations, the Hockey Canada Playing Rules and decisions of the Board of Directors of this Association shall apply to all Divisions and Categories of hockey unless they have been specifically exempted.

## **ARTICLES**

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### **ASSOCIATE MEMBERS**

11. The Associate Members of the Association are:
  - a. Canadian Armed Forces (accepted May 1962);
  - b. Canadian Inter-University Sport (accepted May 1966);
  - c. National Hockey League (accepted September 1994);
  - d. National Hockey League Players' Association (accepted September 1994);
  - e. Canadian Ball Hockey Association (accepted May 2000);
  - f. Aboriginal Sport Circle (accepted November 2002);
  - g. The Canadian Deaf Ice Hockey Federation (accepted November 2002);
  - h. The Canadian Amputee Hockey Committee (accepted November 2002);
  - i. National In-line Hockey Association (accepted November 2004).
12. Associate Members have the same authority and obligations as Branches in the conduct of their affairs.

## **ARTICLE FIVE**

### **AMENDMENTS TO THE ARTICLES**

1. Amendments can be made to the Articles only at the Annual General Meeting of the Association. With a quorum in place, a two-thirds (2/3) majority is required to adopt an amendment to an article.
2. Notices to amend the Articles must be received in writing by the Association President at least sixty (60) days prior to the Annual General Meeting of this Association. The President shall then communicate all such proposed amendments to each member at least thirty (30) days prior to the Annual General Meeting of this Association.
3. Notices of Motion may only be submitted by voting members of the Board of Directors.

## **ARTICLE SIX**

### **AMENDMENTS TO BY-LAWS AND REGULATIONS**

1. This Association at any Annual General, Special Board, or Board of Directors' meeting may adopt, amend, revise or repeal By-Laws or Regulations for the governance of this Association in accordance with the methods set forth thereof in By-Law ELEVEN.

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**PART II : BY-LAWS**

For the purpose of these By-Laws and since the hockey season does not coincide with the calendar year, the word "season" means the calendar year during which the hockey season terminates.

**BY-LAW ONE****MEMBERSHIP**

100. Wherever used in the Articles, By-Laws, Regulations, Policies and Playing Rules, the word(s):
- a. "Member" shall be deemed to include where the context permits, Branch, or any person, club or team registered with Hockey Canada or participating in games or activities of any kind sponsored or organized by this Association or by any of its Branches (whether or not such person, club or team is in fact a member of this Association);
  - b. "Individual" shall include, where the context permits, any person, player, coach, manager or official affiliated with or associated with, in any capacity whatsoever, any club or team participating in games or activities of any kind sponsored or organized by this Association or by any of its Branches, and shall also include game officials;
  - c. In the masculine includes the feminine and the neuter includes the masculine and the feminine, the singular includes the plural and the plural includes the singular, whenever the context requires or permits;
  - d. "Hockey Canada" shall hereinafter be referred to as "the Association".
101. a. Branch membership shall be acquired by application in writing to the Board of Directors through the Chief Financial Officer of this Association, expressing compliance with and adherence to the Articles, By-Laws, Regulations, Policies and Playing Rules of this Association, accompanied by the requisite fee for membership.
- b. Each Branch, as condition precedent to membership in this Association, shall adopt Articles, By-Laws, Regulations, Policies and Playing Rules that conform with the Articles, By-Laws, Regulations, Policies and Playing Rules of this Association, and shall not at any time make any amendments of its Articles, By-Laws, Regulations, Policies or Playing Rules conflicting with the Articles, By-Laws, Regulations, Policies or Playing Rules of this Association. A copy of each member's Articles, By-Laws, and Regulations shall accompany each application for membership. All amendments or changes in any such Articles, By-Laws, or Regulations together with a complete list of the Officers shall be submitted in writing annually to the Chief Financial



## **BY-LAWS**

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Officer of this Association within fifteen (15) days of their adoption or enactment. In his annual report to the Board of Directors, the Chief Financial Officer shall include the details of compliance by each Branch.

- c. Such Branch membership shall take effect upon the election of the applicant by the Board of Directors.
102. A Branch may resign from membership in this Association, provided such member is in good standing at the time of doing so, by submitting its resignation in writing to the Chief Financial Officer of this Association. Upon such resignation becoming effective such Branch shall forfeit all its rights and privileges, and it shall be the duty of the Officers of this Association to proceed with the organization of a Branch in the territory formerly under the control of the Branch so resigning from this Association.
103. All games played within a Branch, and the qualification of all persons competing in such games as members of its clubs, shall conform with the Articles, By-Laws, Regulations, Policies and Playing Rules of this Association and with the rules and conditions of competition adopted and prescribed by the Board of Directors of this Association.
104. Branches of this Association shall have sole discretion in classifying the teams under their jurisdiction as being Senior, Junior, Juvenile, Midget, Bantam, Pee Wee, Atom, Novice and Initiation Program consistent with the Association's age limits.
105. a. Associate Members shall take steps for the registration and administration of personnel in teams, leagues, and groups, that are strictly within their own organizations, and shall report such registrations to this Association annually in the same manner as Branches.
- b. Associate Member's teams shall be eligible to compete only for trophies offered for competition by its own membership.

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**BY-LAW TWO**

**SUSPENSION AND EXPULSION OF BRANCHES**

200. Any Branch suspended by the operation of other provisions of these By-Laws shall be liable to permanent expulsion from this Association by the affirmative majority vote of any Annual General or Special meeting of this Association. In case of such expulsion, the territory of such member may be reorganized or divided among the other members of this Association at the discretion of the Board of Directors. In the case of suspension of a Branch, by the operation of other provisions of these By-Laws, the Officers of this Association shall proceed with the organization of such groups and leagues within the territory of the suspended Branch for the then current season as may be necessary to enable clubs so desiring to participate in the games of the Branch, and to declare winners to represent the Branch in Inter-Branch play-offs.

**SUSPENSION OF MEMBERS**

201. Without limiting or restricting the generality of anything elsewhere contained in the Articles, By-Laws, Regulations, Policies and Playing Rules, and without derogating from any of the specific or general powers of the Board of Directors any breach or violation by any member or individual of any provision of the Articles, By-Laws, Regulations, Policies and Playing Rules, or of any decision or ruling of the Board of Directors shall:

- Automatically, upon the Chief Financial Officer giving notice thereof, result in immediate indefinite suspension from membership;
- Therefore, immediate indefinite suspension from participation in all games or activities of any kind sponsored or organized by this Association or by any of its Branches.

If any club or team commits such breach or violation participating in any such games or activities then the aforesaid immediate indefinite suspension shall be automatically suffered by the said club or team.

If such Breach or violation is committed by any individual, other than a player, then the club or team with which such individual is associated or affiliated at the time of commission of such breach or violation shall also (in addition to the said individual) suffer the aforesaid immediate indefinite suspension.

The said suspension may, in the sole discretion of the Board of Directors, be removed under By-Law 502 (d).

**BY-LAWS**

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**BY-LAW THREE**

**DUES**

300. Each Branch shall pay an annual participant membership assessment, which shall be determined by the Board of Directors of this Association. An interim payment, based on fifty percent (50%) of the current year's assessment will become due and payable to Hockey Canada on December 1 with the remainder becoming due and payable on April 1.
301. A Branch which does not pay such membership and assessment fees by April 1 shall be notified in writing within seven (7) days by the Chief Financial Officer. Voting privileges shall be forfeited by the offending Branch at any meeting of this Association or the Board of Directors until such membership and assessment fee is received. Expenses incurred by an offending Branch attending these meetings after April 1 shall not be paid. Failure to pay by July 1 will automatically entail loss of membership to the offending member.
302. Each Associate Member shall pay, annually on or before April 1, to the Chief Financial Officer of this Association a membership fee which shall be determined by the Board of the Directors of this Association. Failure to pay could result in loss of membership.

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**BY-LAW FOUR****THE OFFICERS, THEIR AUTHORITY AND RESPONSIBILITIES**

400. a. The Officers of this Association shall be the Chair of the Board, Immediate Past Chair, Executive Vice-Chair, five (5) Vice-Chairs at-Large, and the President (non-voting).
- b. Full time or part time employees of a Branch shall not be eligible for election as Officers of this Association.
- c. The Chair of the Board, the Executive Vice-Chair, and the five (5) Vice-Chairs at-Large shall be elected for a term of two (2) years. The voting for the Chair of the Board and for the Executive Vice-Chair shall require separate ballots. For each of these two (2) positions, election requires a majority of fifty percent (50%) plus one (1) of the votes cast. If more than two (2) candidates are seeking election for one (1) of these two (2) positions, then the candidate who obtains the fewest votes is declared defeated. Voting continues until the required majority is obtained.
- d. The five (5) Vice-Chairs at-Large shall be elected from among all the candidates seeking election to this office. The election of the five (5) Vice-Chairs at-Large shall be conducted as follows:
- i) The names of all candidates shall appear on a single ballot which shall be distributed to all of those individuals eligible to cast a vote in the election of Officers. The five (5) successful candidates will be those whose plurality results exceed the results of any other candidates. If a tie exists between two (2) or more candidates for the fifth Vice-Chair at-Large position, then a second ballot on which will be named those individuals who were tied, will be held, and the voting delegates will cast their votes to determine the winner for that final Vice-Chair at-Large position. A ballot showing support for more than five (5) candidates or less than five (5) candidates will be declared a spoiled ballot.
401. a. The Chair of the Board shall preside at all meetings of the Association, of the Board of Directors, and of the Management Committee. He shall perform the duties that are usual to the office of the Chair of the Board including to order the calling of meetings of the Association or its Committees and Councils. It shall be the duty of the Chair of the Board at the close of each Annual General Meeting to convene a meeting of the new Board of Directors.
- The Chair shall be the official representative of Hockey Canada to the Annual General Meeting of the International Ice Hockey Federation.
- b. The Chair of the Board shall exercise all duties and powers of the Board of Directors when, in the case of emergency, it is impractical for the Chair of the Board to obtain a vote of the Board of Directors or to use the provisions of By-Law 501 (f).

## BY-LAWS

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- c. The Chair of the Board, in consultation with the Officers, shall have the authority to strike ad hoc committees and to appoint the committee members.
  - d. The Chair of the Board or designate shall have the power to suspend summarily any player, coach, manager, club, team, member or individual for any breach or violation:
    - i) of the provisions of the Articles, By-Laws, Regulations, Playing Rules;
    - ii) of any decision or ruling of the Board of Directors;
    - iii) involving unsportsmanlike conduct on or off the ice;
    - iv) involving abusive language to any of the officials; or
    - v) involving an alleged infraction of the amateur definition.

Provided that the Chair of the Board or designate is satisfied that such player, coach, manager, club, team, member or individual has committed such breach or violation. Such suspension will be automatically and continuously effective until dealt with by the Officers who shall deal with such suspension within fifteen (15) days. Such suspension shall result in the penalties outlined in By-Law TWO.
  - e. The Chair of the Board or designate shall have the power to impose such suspension in respect of any incident which may occur at any time whether having to do with a game of any kind (exhibition or regularly scheduled) or otherwise.
402. The Executive Vice-Chair shall, in the absence of the Chair of the Board, have all the authority and perform all the duties of the Chair of the Board.
403. a. The President shall be appointed by the Board of Directors of the Association and be answerable to the Board of Directors. The President is responsible for the day-to-day operations of the Association with authority as delegated by the Chair of the Board. When referring to the Hockey Canada President in the Articles, By-Laws, Regulations, Policies, and Playing Rules, the term President may refer to the President's designate.
- b. The salary of the President shall be negotiated with a sub-committee of the Officers of this Association.
  - c. The President shall not have a vote at any meetings of this Association.
  - d. The President shall represent Hockey Canada on matters involving the government, professional hockey and public relations. The President shall attend all meetings designated by the Chair of the Board.
  - e. The President of this Association shall be a representative of Hockey Canada to the Annual General Meeting of the International Ice Hockey Federation. The expenses of the Chair of the Board and the President shall be paid by this Association. In case the Chair of the Board and/or the President is unable to attend, the decision as to who shall represent either or both shall be made by the Officers.

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**BY-LAWS**

- f. The President shall be the person responsible for regulation interpretation. Any challenge to any interpretation given by the President may only be done by way of appeal in accordance with the Hockey Canada appeals procedure.
404. a. The President and/or Chief Financial Officer shall be the signing Officers and the Chair of the Board shall be an alternate signing Officer for this Association.
- b. The Chair of the Board, the President and the Chief Financial Officer must be insured by a fidelity bond of not less than twenty-five thousand dollars (\$25,000). The details of the fidelity bond shall be included in the annual report that the Chief Financial Officer presents to the Board of Directors.
- c. The Chief Financial Officer shall be and is hereby authorized with the concurrence of the Chair of the Board for and in the name of this Association:
- To draw, accept, sign, and make all or any bills of exchange, promissory notes, cheques and orders for the payment of money;
  - To pay and receive all monies, and to give a quittance for the same, to borrow monies from a chartered bank selected by the Finance Committee upon the credit of this Association in such amounts as may be deemed proper and by way of overdraft or otherwise;
  - To grant securities by way of mortgage, hypothecation or pledge covering all or any of the property and assets of this Association, as security for all or any money so borrowed and interest thereon and generally for and in the name and on behalf of this Association;
  - Transact with the bank any business that may be appropriate.
- d. The Chief Financial Officer shall be and is hereby authorized to do the following with the concurrence of the Chair of the Board on behalf of the Association:
- Negotiate with, deposit with or transfer to the bank (but for credit of this Association account only) all or any bills of exchange, promissory notes, cheques or orders for the payment of money and other negotiable paper and for the said purpose to endorse the same or any of them on behalf of this Association;
  - Arrange, settle, balance and certify all books and accounts between the Association and the bank;
  - Receive all paid cheques and vouchers; and
  - Negotiate disputed receivables and other negotiable instruments.
- e. The Chief Financial Officer may delegate some duties to a designated person only with the prior approval of the Board of Directors. Any persons so delegated shall be insured by a fidelity bond of not less than twenty-five thousand dollars (\$25,000).

## **BY-LAWS**

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### **BY-LAW FIVE**

#### **STANDING COMMITTEES**

500. The Standing Committees and Councils shall be:

Board of Directors  
Hockey Councils  
Female Council  
Hockey Development Council  
Junior Council  
Minor Council  
Senior Council

#### **GOVERNANCE COMMITTEE GROUP**

Governance Committee  
National Appeals Committee  
Nominating Committee  
Officiating Policy Committee  
Resolution Committee  
Strategic Planning Committee

#### **RISK, CONDUCT and SAFETY COMMITTEE GROUP**

Insurance Committee  
Parent Education Committee  
Risk, Conduct and Safety Management Committee

#### **MANAGEMENT COMMITTEE GROUP**

Finance Committee  
Foundation Committee  
Management Committee  
Marketing Committee  
National Championship and Events Committee  
Technology Committee

#### **HIGH PERFORMANCE COMMITTEE GROUP**

Men's International Policy Committee  
Program of Excellence Policy Committee  
Sledge Hockey Policy Committee  
Women's' International Policy Committee

501. Board of Directors

- a. The Board of Directors shall consist of the Officers of this Association; the Presidents of the Branches comprising this Association; the Representative of the Canadian Hockey League; this Association's Council Representatives from the Senior Hockey Council, Junior Hockey Council, Minor Hockey Council, Female Hockey Council and Hockey Development Council; a Female Athlete Representative and a Male

## BY-LAWS

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Athlete Representative. In the absence of any Branch President, the alternate shall be a member of that Branch Executive duly appointed by their own members. This Association's Chair of the Board shall chair all meetings. Branches are permitted two (2) observers each at meetings of the Board of Directors, who will have no voting privileges nor will they be permitted to speak, unless permission is obtained from the Chair.

- b. The members of the Special Advisory Council to the Board are the **Hockey Canada Foundation Representative**, the NHL Representative, the NHLPA Representative, the CIS Representative, the Disabled Athlete Representative, the Association's Referee-in-Chief, and the International Director (as appointed by the Officers). These members, who have non-voting status, are entitled to attend and to take part in the Annual General Meeting or any other meeting of the Board of Directors.
  - c. Each annual term of office for the Board of Directors will commence on June 1 and will conclude on May 31.
  - d. Any Officer vacancy will be filled by the Board of Directors. Any vacancy in the position of Referee-in-Chief or in the position of International Director will be appointed by the Officers. All other vacancies will be filled by the affected Branch, Council or Association.
  - e. Any member may at any time, by registered letter addressed to the Chief Financial Officer of this Association, signed by the President and Secretary of such Branch, withdraw its representative, provided that another representative be, at the same time, substituted for the one withdrawn.
  - f. A majority of the Officers of this Association shall constitute a subcommittee of the Board of Directors which shall have authority to exercise the powers and duties of the Board of Directors when it is impractical to have a meeting of all of the said members. It being understood that such actions as they may take must be referred to the complete Board for approval or rejection at the next Board of Directors meeting. It is understood that simple Approval of the Officers' minutes does not replace the requirements of By-Law ELEVEN.
502. Board of Directors: Authority and Responsibilities.

The Board of Directors shall have the power (in addition to powers elsewhere set out herein):

- a. To formulate, prescribe, alter and amend By-Laws, Regulations and Playing Rules for the governing of this Association, not inconsistent with the scope and provisions of its Articles, and in general, to make rulings or decisions on any matter brought before it from any source.
- b. To grant or refuse applications for Branch membership in this Association.
- c. To impose and enforce appropriate penalties for any violation or breach of the Articles, By-Laws, Regulations, Policies or Playing Rules of this Association or for



## **BY-LAWS**

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any violation or breach of any decision or ruling of the Board of Directors (which penalties shall be in addition to the automatic suspension set out in By-Law 201).

- d. To remove or remit, on such terms and conditions as it may deem fit, any suspension or penalty that has been imposed by this Board, or by any of the Branches of this Association, or by operation of any of the provisions of these By-Laws.
- e. To adjudicate all disputes between Branches.
- f. To appoint the President.
- g. By a two-thirds (2/3) vote to forthwith remove from office any member of the Board of Directors who by being remiss or neglectful of duty or by exhibiting conduct tending to impair his usefulness as a member of the Board shall be deemed to have forfeited his position.
- h. To declare vacant the position of any office or member of the Board of Directors who shall cease to be a delegate or when the Branch or organization that individual represents ceases to be a member.
- i. To fill the vacancy upon this Board caused by the resignation, expulsion or withdrawal of the Branch represented by such member.
- j. To manage the handling of special or specified business, to appoint or employ committees, sub-committees, trustees or other individuals, and to fix the remuneration thereof, and to discharge or remove the same at any time.
- k. To supervise the collection of the fees and funds of this Association and the expenditure of money.
- l. To solely, finally, absolutely and exclusively, to establish and define the rules and laws of amateur hockey in Canada.
- m. To solely, finally, absolutely and exclusively, to interpret, construe, define and explain all the provisions of the Articles, By-Laws, Regulations, Policies and Playing Rules. All members and individuals shall accept as final and binding, all such interpretations, constructions, definitions and explanations given or made by the Board of Directors.
- n. To call any necessary special meetings of this Association and to fix the time and place of such meetings not fixed by the Articles.
- o. To have, through a qualified auditor, immediate access on demand or on the demand of the Chair of the Board, to all books, vouchers, receipts, and records that generally pertain to the finances and operation of any Branch of this Association, or of any league or club affiliated with any Branch of this Association. If the contents of the auditor's report to the Board and/or the Chair of the Board document an unsatisfactory situation, then appropriate disciplinary measures will be taken.

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## BY-LAWS

- p. To enter into agreements from time to time with the National Hockey League and other organizations conducting professional hockey, for the purpose of regulating matters of mutual interest.
  - q. To enter into agreements from time to time with other members of the International Ice Hockey Federation, providing for the regulation and control of the transfer of hockey players and other matters of mutual interest.
  - r. To establish, operate and manage, any type of insurance plan that the Board of Directors has approved for the benefit and protection of its members.
  - s. To appoint or engage, and define the duties of Officers, Agents or employees for the purpose of carrying out the duties and responsibilities of this Association.
503. Hockey Councils Committee
- a. The Hockey Councils Committee shall be composed of eleven (11) members. The Chair shall be the Executive Vice-Chair and the other members shall be the Council Director and Officer responsible for each of the Councils.
  - b. It shall be the duty of this Committee to co-ordinate the operation of the Councils.
504. Hockey Councils (Female, Hockey Development, Junior, Minor, and Senior)
- a. A Division Hockey Council shall consist of the following members:
    - An Officer, who shall be an ex-officio member assigned by the Chair of the Board;
    - This Association's Council Representative, who shall be the Chair of the Council;
    - One (1) Representative from each Branch. It is recommended that members of each Council be elected within the Branch by persons actively engaged in that Division of hockey.
    - In the case of Female Council, representatives are from only those Branches in which Female hockey is a member.
    - In the case of the Hockey Development Council, additional representatives would be:
      - The Hockey Canada Referee-in-Chief
      - Representation from sub-committees:
        - o Athlete Development
        - o Risk, Conduct and Safety Management
      - Male athlete
      - Female athlete

## **BY-LAWS**

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- Two (2) non-voting members as approved by the President
- In the case of Junior Council, there is an additional representative (voting) from the Canadian Hockey League.
- b. At all Council meetings, each member shall have one (1) vote, with the Council Representative only voting in case of a tie.
  - i) A quorum at Council meetings shall consist of the majority of voting members entitled to be present.
  - ii) In the absence of a Branch representative, the Branch Executive may appoint an alternate member.
  - iii) Other delegates from Branches, leagues, and teams may attend the Council's sessions as observers only, with the right to speak being subject to the permission of the Branch Delegate and the Chair of the meeting.
- c. Each Council shall hold a meeting at Fall Council and the Annual General Meeting. Any additional meetings shall be called by this Association's Council representative on authorization by the Chair of the Board.
- d. At the conclusion of each Annual Council meeting in odd number years, the Officer assigned to that Council shall call a meeting of its members and of the incumbent Council Representative during the Annual Meeting of the Association. At that meeting they shall elect this Association's Council Representative for the ensuing two (2) seasons. To be eligible for election as this Association's Council Representative to the Board of Directors, a candidate, other than an incumbent who is seeking re-election, must have his nomination endorsed by three (3) Branches, one (1) of which must be his own. This election may create a vacancy and the Branch affected shall fill such vacancy.
- e. The names of members who will serve on the Council during the upcoming season will be officially made known to Hockey Canada by June 30 of the affected season.
- f. Responsibilities of Hockey Councils:
  - i) To review the recommendations of the National Championship and Events Committee with respect to the regulations and classifications for the teams eligible to compete in any such championships.
  - ii) To recommend changes to the playing rules for hockey as may be deemed to be beneficial to those particular divisions of hockey, in cooperation with the Hockey Development Council and the Officiating Policy Committee.
  - iii) To recommend to the Board of Directors changes to the regulations that affect that Division.
  - iv) To monitor the needs of the Division at any level, and work in co-operation with

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the Hockey Development Council and any Hockey Canada special committee needs in addressing such needs.

- v) Senior Council will monitor and advise with respect to the Hockey Canada Adult Rec (HCAR) program.
- vi) Hockey Development Council will:
  - foster and encourage a development approach to the teaching of the game;
  - lead, coordinate and implement research and development projects;
  - recommend new directions and programs;
  - monitor the implementation and delivery of new and current programs by collaborating with Hockey Canada Branches and Hockey Canada Regional Centres.

**GOVERNANCE COMMITTEE GROUP****505. Governance Committee**

- a. The Governance Committee shall be composed of a minimum of six (6) members. The Chair shall be an Officer appointed by the Chair of the Board. The other members will be appointed by the Chair of the Board in consultation with the President of Hockey Canada.
- b. It shall be the duty of the Committee to:
  - i) Review the Articles, By-Laws, Regulations and Policies and to prepare any required Notices of Motion;
  - ii) Review Notices of Motion submitted by members of the Board of Directors;
  - iii) Act in an advisory capacity to the Board of Directors in matters relating to the Articles, By-Laws, Regulations, and Policies.

**506. National Appeals Committee**

- a. The National Appeals Committee shall be composed of an odd number of members, with the minimum being three (3) members. The Chair of the Board will appoint the members of the Committee, including the Committee Chair.
- b. It shall be the duty of the Committee to rule upon appeals submitted to it in accordance with By-Law TWELVE.

**507. Nominating Committee**

- a. At the Fall Board Meeting of this Association, a Nominating Committee consisting of two (2) Branch Presidents and the Past Chair of the Board, who shall act as the Chair, shall seek nominations for the following positions: Chair of the Board,

## **BY-LAWS**

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Executive Vice-Chair, five (5) Vice-Chairs at-Large, the Association's Council Representatives and Referee-in-Chief, and shall submit a list ensuring at least one (1) candidate for each position.

- b. Such nominations shall be filed with the Chief Financial Officer at least ninety (90) days prior to the Annual General Meeting, and all Branches will be provided with a list of those nominated for office.
- c. Additional nominations for the positions listed may be made in writing by a Branch of this Association, and the nominations must be in the hands of the Chief Financial Officer at least forty-five (45) days prior to the Annual General Meeting.
- d. A person may only be nominated and seek election only as an Officer or a Council Representative. Defeat in an election for office as an Officer, does not disqualify a candidate from seeking election to a subsequent office as an Officer, to which he has been properly nominated. Each Branch shall be furnished with a final list of those nominated for office, on the next business day following the closing of nominations.
- e. To be eligible as a candidate for election as an Officer or a Council Representative a person must be nominated by his own Branch and have served on the Hockey Canada Board of Directors, or on a Standing Committee/Council of Hockey Canada for at least one (1) year. An incumbent seeking re-election does not require a letter of support.
- f. An incumbent Officer or a Council Representative seeking election to higher Office must have his nomination endorsed by a Branch.

### **508. Officiating Policy Committee**

- a. The Officiating Policy Committee (OPC) shall be composed of a maximum of six (6) members. The Chair shall be an Officer appointed by the Chair of the Board. The other five (5) members shall be the Hockey Canada Referee-in-Chief and four (4) other members, of which at least one (1) will be a Branch Referee-in-Chief, who would be appointed by the Chair of the Board. The work of the Committee will be supported by the Hockey Canada Manager of Officiating and by the Hockey Canada Director of Development.
- b. It shall be the responsibility of the Committee to :
  - i) recommend Strategic Direction and Objectives for all aspects of Officiating;
  - ii) establish and recommend Officiating Policies;
  - iii) conduct a regular review of the Playing Rules and of rule interpretations;
  - iv) organize the Referee-in-Chiefs' Annual Meeting;
  - v) approve National and International Officiating assignments;
  - vi) distribute minutes of each OPC meeting to each Branch Referee-in-Chief;
  - vii) report through the Officers to the Board of Directors.

**509. Resolution Committee**

- a. The Resolution Committee's duty shall be to review, report and/or recommend all matters referred to it through Notices of Motion, duly filed with the President, as well as other matters properly submitted to the Board of the Directors.
- b. The Resolution Committee shall consist of the Executive Vice-Chair of this Association as Chair and the Branch Presidents, each of who shall be entitled to one (1) vote. In the absence of a Branch President, the said Branch shall be represented by an alternate delegate. Each Branch shall be permitted one (1) additional representative who will have no voting privileges, and may be permitted to speak only at the sole discretion of the Chair. Other Branch representatives may be permitted to attend as observers only.
- c. All matters which have been duly filed with the President as a Notice of Motion shall be discussed by the Resolution Committee without the necessity of a seconder to the motion.

**510. Strategic Planning Committee**

- a. The Strategic Planning Committee shall be composed of eight (8) members. The Chair shall be an Officer appointed by the Chair of the Board. The other members shall be four (4) appointed by the Chair of the Board and the three (3) Vice-Presidents.
- b. It shall be the duty of this Committee to lead and monitor the strategic planning process and recommend to the Hockey Canada Board of Directors a yearly Strategic Plan.

**RISK, CONDUCT and SAFETY COMMITTEE GROUP**

**511. Insurance Committee**

- a. The Insurance Committee shall be composed of a Chair which shall be an Officer appointed by the Chair of the Board, the Hockey Canada Director, Insurance Programs, and other members appointed by the Chair of the Board.
- b. It shall be the duty of the Committee to recommend policy and direction with respect to insurance matters to the Board of Directors.

**512. Parent Education Committee**

- a. The Parent Education Committee shall be composed of six (6) members. The Chair shall be an Officer appointed by the Chair of the Board. The other members shall be appointed by the Chair of the Board.
- b. It shall be the duty of this Committee to recommend policy and direction to the Hockey Canada Board of Directors with respect to parent education and involvement.

## **BY-LAWS**

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### **513. Risk, Conduct and Safety Management Committee**

- a. The Risk, Conduct and Safety Management Committee shall be composed of one (1) representative from each of the Hockey Canada Branches, and the members of the Insurance Committee. The Chair shall be appointed by the Chair of the Board.
- b. It shall be the duty of the Committee to recommend policy and direction with respect to risk and safety matters to the Board of Directors.

## **MANAGEMENT COMMITTEE GROUP**

### **514. Finance Committee**

- a. The Finance Committee shall be composed of four (4) members. The Chair shall be the Officer responsible for finance. The other three (3) members will be the Chair of the Board, the President and one (1) member appointed by the Chair of the Board.
- b. It shall be the duty of the Finance Committee to:
  - i) Regulate and oversee the financial management of this Association;
  - ii) Establish financial policies; and
  - iii) Recommend annual budgets.

The above is subject to the approval and direction of the Board of Directors.

### **515. Management Committee**

- a. The Management Committee shall consist of the entire slate of Officers.
- b. It shall be the duty of this Management Committee to regulate the financial, personnel and administrative management of this Association subject to the approval of the Board of Directors.
- c. It shall be the duty of this Management Committee to examine any question arising out of the finances of this Association, or of any Branch and to recommend to the Board of Directors any course of action which may be deemed advisable.
- d. The Chair of the Board may refer any matter considered appropriate to the Management Committee for study and recommendation.

### **516. Marketing Committee**

- a. The Marketing Committee shall be composed of four (4) members. The Chair shall be an Officer appointed by the Chair of the Board. The other three (3) members will be the Chief Operating Officer and two (2) other members appointed by the Chair of the Board.

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**BY-LAWS**

- b. It shall be the duty of the Committee to recommend policy and directions with respect to marketing matters to the Board of Directors.
517. National Championship and Events Committee
- a. The National Championship and Events Committee shall be composed of six (6) members. The Chair shall be an Officer appointed by the Chair of the Board. The other members will be the Council Directors for Minor, Junior, Female and Senior Hockey Councils and a staff resource person.
  - b. It shall be the duty of the Committee to recommend policy and direction with respect to the selection of National Championship sites and the regulations for the championships.
518. Technology Committee
- a. The Technology Committee shall be composed of six (6) members. The Chair shall be an Officer appointed by the Chair of the Board. The other members shall be appointed by the Chair of the Board.
  - b. It shall be the duty of this Committee to recommend policy and direction to the Hockey Canada Board of Directors with respect to technology issues.

**HIGH PERFORMANCE COMMITTEE GROUP**

519. Men's International Policy Committee
- a. The Men's International Policy Committee shall be composed of five (5) members. The Chair shall be the Hockey Canada President. The other four (4) members will be the Hockey Canada Chair, a representative of the National Hockey League, a representative of the National Hockey League Players' Association, and an Officer appointed by the Hockey Canada Chair of the Board.
  - b. It shall be the duty of this Committee to recommend policy and direction to the Hockey Canada Board of Directors for male entries into the Olympic Games, the World Cup, the World Championships, and for the National Team Programs.
520. Program of Excellence Policy Committee
- a. The Program of Excellence Policy Committee shall be composed of a maximum of six (6) members. The Chair shall be the Officer responsible for Junior hockey. The other five (5) members will be the Hockey Canada President, the Officer responsible for Minor hockey, and the Presidents of the three (3) member leagues of the Canadian Hockey League. The Hockey Canada Chair of the Board shall be an ex-officio member of this committee.
  - b. It shall be the duty of this Committee to recommend policy and direction to the Hockey Canada Board of Directors for the Under 17, Under 18 and Under 20 High Performance Programs.



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### **521. Sledge Hockey Policy Committee**

- a. The Sledge Hockey Policy Committee shall be composed of five (5) members. The Chair shall be an Officer appointed by the Chair of the Board. The other members shall be appointed by the Chair of the Board.
- b. It shall be the duty of this Committee to recommend policy and direction to the Hockey Canada Board of Directors for the Sledge Hockey Program.

### **522. Women's International Policy Committee**

- a. The Women's International Policy Committee shall be composed of four (4) members. The Chair shall be the Officer responsible for Female hockey. The other three (3) members will be the Female Council Representative, a member appointed by the Hockey Canada Chair and the Hockey Canada Vice-President, Hockey Operations. The Hockey Canada Chair will be an ex-officio member of this Committee.
- b. It shall be the duty of this Committee to recommend policy and direction to the Hockey Canada Board of Directors for Female High Performance Programs.

**BY-LAW SIX**

**MEETINGS OF THIS ASSOCIATION AND ITS COUNCILS AND COMMITTEES**

600. a. All meetings of this Association and its Councils and Committees shall be called by the President on order of the Chair of the Board.
- b. The current edition of Robert's Rules of Order shall govern the proceedings of this Association, its Executive, Committees and Councils so far as they may be applicable without coming into conflict with the act of incorporation, By-Laws & Regulations or Rules adopted by this Association.
- c. At all Board, Council and Committee meetings, a quorum shall consist of a majority of the votes entitled to be present. (See By-Law 605)
601. a. A General meeting of this Association shall be held annually at such time and place as may be designated by the Board of Directors.
- b. Special meetings of this Association shall be held when requested by a vote of at least two-thirds (2/3) of the Board of Directors. The notice of such meeting forwarded to all members shall provide them with at least fifteen (15) days notice of the meeting and shall contain the date and place of the meeting and object of the meeting (to be designated by the Chair of the Board).
602. A Planning meeting of the Board of Directors shall be held at such time and place as designated by the Board of Directors.
603. A Semi-Annual Meeting of the Board of Directors shall be held at such time and place as designated by the Board of Directors.
604. Notice of all meetings of this Association shall be sent by the President to each member of the Board of Directors and to the Offices of each Branch. Such notice shall be sent not less than fifteen (15) days before the holding of any such meeting. An agenda shall be sent along with notice of such meetings.
605. a. The Officers of this Association shall be entitled at all times to participate in any committee and council discussions.
- b. Meetings may be held upon shorter notice than required by these By-Laws, provided waivers of notice shall be given in writing by all of the members.
- c. Branch delegates to all meetings shall be members of the Branch which they represent.
- d. Copies of the minutes of all meetings of this Association shall be forwarded as expeditiously as possible after such meetings to members of the Board of Directors and the Offices of each Branch.
- e. In like manner, copies of the minutes of committee meetings shall be sent to the members of such committee and minutes of council meetings shall be sent to council members and Branches via each Branch office.

## **BY-LAWS**

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- f. All Board of Directors and council meetings will be open.
  - g. All other committee meetings will be limited to members thereof and such other persons as may be invited by the committee to attend.
606. At all meetings of this Association and of the Board of Directors, the following shall be the order of business:
- a. Presentation of delegates' credentials.
  - b. Roll call of delegates.
  - c. Chair of the Board's Report.
  - d. Adoption of minutes.
  - e. Business arising out of minutes.
  - f. Registration and finance reports.
  - g. Report of committees and councils.
  - h. General or new business.
  - i. Elections.
  - j. Adjournment.

**BY-LAW SEVEN**

**VOTING**

700. At Annual General, Special Board and Board of Directors' meetings of this Association:
- a. Each Branch, except Hockey Québec and the Ontario Hockey Federation, may be represented by two (2) delegates, each of whom will be entitled to speaking privileges and to one (1) vote on behalf of said Branch, provided their proper credentials are deposited with the Chief Financial Officer before the opening of the meeting. Should a member be represented by one (1) delegate, such delegate will be entitled to two (2) votes on behalf of such member.
  - b. In the case of Hockey Québec and the Ontario Hockey Federation, they may be represented by five (5) delegates, each of whom will be entitled to speaking privileges and to one (1) vote on behalf of said Branch, provided their proper credentials are deposited with the Chief Financial Officer before the opening of the meeting. Should such member be represented by but one (1) delegate, such delegate will be entitled to five (5) votes on behalf of such member.
  - c. Each Council Representative of this Association, the CHL Representative, the Female and Male Athlete Representatives shall be entitled to one (1) vote.
  - d. At all such meetings each Officer of this Association, except as elsewhere provided, shall be entitled to one (1) vote.
  - e. Speaking privileges are reserved for members of the Board of Directors, the Life Members, the President and/or designates, Associate Members, and members of the Special Advisory Council.
  - f. The Chair of the Board shall have a vote in case of a tie.
  - g. **Unless the meeting decides upon a poll or ballot, voting shall be electronic and transparent (i.e. all votes cast must show who voted, how they voted and if they abstained) or, if electronic voting is unavailable, by a show of hands. For elections, voting will be by secret written ballot and only the names of those elected to each position will be announced.**
  - h. Voting by proxy is prohibited.
701. Decision shall be by majority of the votes cast, unless the favourable vote of a larger proportion of the votes is required by the Articles and By-Laws.
702. In the election of Officers of this Association at all Annual General Meetings, each Officer (except the President), each Council Representative of this Association, the CHL Representative and the Female and Male Athlete Representatives will be entitled to one (1) vote. Each member Branch will vote in accordance with By-Law 700. In the

## **BY-LAWS**

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election of Officers to the Board, the Chair shall not have a deciding vote in the event of a tie for any position.

- a. All election ballots will be destroyed after the results of the election are communicated.
  - b. The results of the vote will be announced to the Board or Council in all elections.
703. a. Any matter which may be decided by vote of any Council or Committee of this Association may be conducted by fax or electronic mail. The members of the affected Council or Committee shall vote in accordance with these By-Laws, and the votes shall be recorded by the Council or Committee Chair in conjunction with the President. In the case of the Board of Directors, all such fax or electronic mail votes shall be taken by the respective staff member under the direction of the President or Chair of the Board, and all ballots must be preserved and shall remain confidential.
- b. Voting procedure is as follows:
    - i) When fax or electronic mail is used, voting members of the Council, Board of Directors or Committee will have seventy-two (72) hours from time marked on the fax or electronic mail to submit their ballot.
    - ii) Each voting member must return their ballot marked either for, against or abstaining.
    - iii) In the case of a vote from the Branch the same information will be sent to each Branch office advising that the Branch President has been asked that the ballot be returned within seventy-two (72) hours and if the Branch President is unable to vote, to arrange to have a ballot submitted by the Branch. If such ballot is not received by the deadline date, such Branch is to be solicited by the Chief Financial Officer at the expense of the Branch involved and such Branch will be allowed an additional twenty-four (24) hours, following which the result of the vote will be announced.
    - iv) Once a vote has been cast, it cannot be changed.
  - c. Within twenty-four (24) hours from the closing of the vote the President shall announce the result of the vote.

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**BY-LAW EIGHT**

**HOCKEY CANADA LIFE MEMBERSHIP - GUIDELINES AND PROCEDURES**

800. a. The Board of Directors shall be the Selection Committee whose purpose would be to review individual nominations and through a voting procedure elect distinguished members to be awarded Life Membership.
- b. The President of Hockey Canada shall be the secretary of the Selection Committee. The secretary shall be ex-officio, a non-voting member.

**Qualification for Nominations**

801. a. Candidates are restricted to those who have served on the Board of Directors and brought recognition to Hockey Canada at the national or international level and/or made an outstanding or extraordinary contribution to the growth and development of Hockey Canada.
- b. Following retirement from the Board of Directors, potential candidates for Life Membership must complete a five (5) year waiting period before being nominated.

**Method of Election**

802. a. The election of candidates shall take place in odd numbered seasons during the Semi-Annual Meeting of this Association.
- b. The quota of elected honoured members shall not exceed two (2) for a given selection year.

**Nomination of Candidates**

803. a. In September of each odd numbered season, a Life Membership Bulletin will be sent to the Selection Committee members advising them that nominations for election to the Hockey Canada Life Membership are open until thirty (30) days prior to the next Semi-Annual Meeting.
- b. Nominations shall be made in writing and must be filed with the secretary of the Life Membership Selection Committee. All nominations to be date stamped when received and acknowledged in writing.
- c. Individual members of the Board of Directors may nominate one (1) candidate. Each candidate must be endorsed by four (4) Branches.
- d. Notwithstanding the above, once a Branch has submitted and/or appears as the endorser of any other nominations, that same Branch may not nominate any other candidate nor endorse any other nominations.

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- e. Nominations shall contain the fullest possible data outlining the distinctive services rendered to Hockey Canada.
- f. The file for each nomination shall not be permanently maintained for subsequent selections. Accordingly, only nominations submitted during selection years will be considered eligible for election.

### **Meeting Procedures**

804. a. The Chair shall have one (1) vote, and all other members of the Selection Committee shall vote in accordance with the provisions of By-Law 700.
- b. A quorum for the selection Committee requires that members with a collective voting strength of at least seventy-five percent (75%) of the total eligible votes of this Association are present and ready to conduct business.
  - c. The Chair of the Board shall preside and the following order of business shall be observed, so far as it is possible:
    - i) Confirmation of the quorum.
    - ii) Distribution to the Selection Committee of the roster of nominees certified by the secretary as having been duly nominated in accordance with the procedure as outlined in the nomination of candidates and that they are eligible for selection as a Life Member under the criteria outlined in Qualification for Nominations.
    - iii) The Chair will report any objection filed to any candidate by any member of the Selection Committee. The number and names of honoured members certified for selection shall be confirmed.
    - iv) Quota of honoured members to be selected.

### **Election of Honoured Members**

805. a. Each ballot will list the name(s) of the candidates. Beside each candidate's name will be a "YES" box and a "NO" box. The number of ballots to be distributed will equal the number of eligible "votes" that are present and ready to conduct business. On each ballot, a maximum of two (2) candidates may be supported for Life Membership.
- b. The ballots shall be collected, counted, and the results announced. To be elected, a candidate requires at least seventy-five percent (75%) of the eligible votes that were cast.
  - c. If more than two (2) candidates achieve the seventy-five percent (75%) threshold, then the two (2) candidates with the higher vote results shall be declared elected.

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- d. If more than two (2) candidates achieve the seventy-five percent (75%) threshold, and two (2) of them are tied for second place, then the members of the Selection Committee shall vote again to break the tie. A simple majority will determine the issue of second place standing.
- e. Life Members shall have the privileges of the Board of Directors in an advisory capacity; but they shall not be permitted to vote. Expenses of the Life Members shall be paid to Annual Meetings only.
- f. Life Membership is the highest and most prestigious award that may be bestowed by Hockey Canada.
- g. The awarding of a Life Membership is regarded as a very significant decision.
- h. It is important to uphold the highest possible standard when selecting individuals worthy of Life Membership.



## **BY-LAWS**

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### **BY-LAW NINE**

#### **FINANCIAL**

900. a. At the Annual General Meeting, the Board of Directors shall appoint an Auditor to audit the accounts of this Association.
- b. i) At the Annual General Meeting, the Board of Directors shall adopt a budget providing for the revenues and expenses of this Association for the upcoming fiscal year. Such budget will be submitted by the Officers for the consideration of this Association at least thirty (30) days prior to the Annual General Meeting.
- ii) Any expenditure in excess of the itemized budget figure so adopted, must be approved on a temporary basis by the Finance Committee as represented by its Chair, who in turn shall report the matter to the next meeting of the Officers and the next meeting of the Board of Directors. The Chair of the Finance Committee shall also review Association expenditures within the authorized budget.
901. All monies received by this Association from any source, except as otherwise provided, shall be used for the expenses and objects of this Association by the Finance Committee subject to the approval of the Board of Directors.
902. This Association may derive its income from sources determined from time to time by the Board of Directors. These sources may include (but not be limited to) grants, annual membership fees, annual team assessments for national competitions, gate receipts, performance bonds, sanction fees, appeals and protest fees, proceeds from sale of goods, products and educational resources, marketing proceeds, and the sale of broadcasting and television rights.
903. Nothing contained in the By-Laws and Regulations of this Association shall be held to create or imply any liability on the part of Hockey Canada for any expenses, disbursements or obligations of any kind incurred in connection with any cup/trophy matches or qualifying matches or otherwise with regard to the cups/trophies.

#### **GROWTH FUND**

904. a. The Board of Directors hereby authorizes the establishment of a Hockey Canada Growth Fund hereinafter called 'the Fund'.
- b. The Fund is to provide a source of monies for the continued research and development of amateur hockey programs in Canada.
- c. All monies received by this Association for the Fund or payments to the Fund authorized by the Board of Directors, shall be for the express purpose of increasing the Fund to meet the future needs of this Association.

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- d. All monies and investments shall be kept at a recognized financial institution resident in Canada and shall comply with all the laws of Canada and the Province (Alberta) in which the National Office of this Association is situated.
- e. The Fund shall be managed by the Finance Committee. The Committee shall report annually to the Board of Directors all activity within the Fund.
- f. All monies received shall be invested to earn income for the purpose before herein set out in By-Law 904 (b). The income earned by the Fund shall be used to assist the funding of hockey development and administration in this Association. Any excess earnings shall be reinvested for the purpose of increasing the Fund.
- g. There shall be no withdrawal of capital from the Fund for any purpose of this Association without the approval of the Board of Directors by at least a two-thirds (2/3) vote at an Annual General Meeting. Notice of the purpose and the amount of the proposed withdrawal will be given to all Branches and to the Officers of this Association by registered letter, electronic mail, fax or courier at least forty-five (45) days before the date of the meeting.

## BROADCASTING AND TELEVISION FEES

- 905.
- a. In all Hockey Canada games, including all Inter-Branch play-offs leading to National Championships, and international matches, Hockey Canada reserves all radio and television rights, motion picture rights, internet rights, digital rights, website rights and still photography rights. Such rights for Hockey Canada play-offs will be awarded after consultation with the Branches involved in such play-offs. Only Hockey Canada shall have the authority to assign such rights. This shall be a condition when arranging such play-offs and other matches. For the purpose of these regulations television rights shall include live or delayed telecasts and closed circuit television, in whole or in part.
  - b. All business pertaining to the above shall be conducted under the authority of the President by a television-radio committee.
  - c. Broadcasting rights and proceeds from all Inter-Branch play-off or tournament games automatically come under the exclusive control and direction of Hockey Canada. Any use of such broadcast for any reason whatsoever without the explicit written permission of Hockey Canada is strictly prohibited.
  - d. Television revenue from games played in any Hockey Canada Inter-Branch series shall be negotiated separately by Hockey Canada or its assignee.

## DELEGATE'S EXPENSES

- 906.
- a. The expenses of the Officers of this Association, the CHL Representative, the Council Representatives of this Association, the Female and Male Athlete Representatives,

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the International Director and the Hockey Canada Referee-in-Chief shall be paid to attend any meeting requiring their attendance, as determined by the Chair of the Board, but shall always include the Annual Meeting of this Association, meetings of the Board of Directors and meetings of any Council of which they are a member. Payment shall be made as approved in Hockey Canada's financial policies.

- b. The expenses of two (2) delegates from each Branch to attend the Annual General Meetings of this Association and one (1) representative from each Branch to attend meetings of the Board of Directors and one (1) representative per Branch per Council to the Annual Meetings of the Councils shall be paid. Payment shall be made as approved in Hockey Canada's financial policies.

**BY-LAW TEN**

**GENERAL PROCEDURES, APPEALS, FURTHER POWERS  
OF THE BOARD OF DIRECTORS**

1000. All members of Hockey Canada and all participants in Hockey Canada or Branch activities desire Hockey Canada to be a self-governing organization. Therefore, the Articles, By-Laws, Regulations, Policies and Playing Rules will be applied and interpreted to permit Hockey Canada to be a fully self-governing organization.
1001. All members of Hockey Canada and all participants in Hockey Canada activities agree that Hockey Canada can function efficiently, and to the best advantage of all members only if there is complete and absolute reliance by them on decisions of the Board of Directors.
1002. Any member of a Branch of Hockey Canada shall have the right to appeal to Hockey Canada when the Branch to which the member belongs makes a ruling directly affecting such member, which is contrary to the Hockey Canada Articles, By-Laws, or Regulations.
1003. In the event of any dispute, difference or question arising from a Hockey Canada or Branch decision, and where a right to appeal is granted under the Articles, By-Laws, Regulations, Policies or Playing Rules, the procedures as outlined herein, shall be the recourse available to any member or individual dissatisfied with such decision.
1004. a. The Board of Directors is capable of making final decisions and rulings on any matters regarding amateur hockey that may be brought before it.
- b. The decision of the Board of Directors is absolutely final and binding on such member or individual concerned, and on Hockey Canada. There is no further appeal from the decision.
- c. All members and individuals shall accept as final and binding all Board of Directors' decisions, any interpretation or construction of the Articles, By-Laws, Regulations, Policies or Playing Rules made by the Board of Directors.
- d. Any breach or violation of any ruling or decision of the Board of Directors, shall result in automatic indefinite suspension from Hockey Canada or Branch sponsored or organized activities and games. The Board of Directors, in the event of any such violation or breach, shall impose a penalty.
1005. a. The Board of Directors has the power to make decisions and rulings for the better government and organization of amateur hockey.
- b. All members and individuals shall accept as final and binding all Board of Directors' decisions.
- c. The Board of Directors may suspend the right of any member or individual to participate in any Hockey Canada or Branch sponsored or organized activity or

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game, indefinitely or otherwise if in the sole and absolute opinion of the Board of Directors, such member or individual has been guilty of conduct detrimental to the welfare of amateur hockey. Such decision shall be made only at a meeting of the Board of Directors. Prior to making such decision, proper notice of the said meeting shall be given to such member or individual and he shall have the right to make representation at the Board of Directors' meeting and to be represented by counsel.

- d. The National Appeals Committee (NAC) acting in stead of the Board may provide for special dispensation from the Constitution, By-Laws, and Regulations. Any decision as to what qualifies for special dispensation shall rest solely with the National Appeals Committee in its absolute unfettered discretion, and the decision of the National Appeals Committee on special dispensation shall be final and binding upon all parties. Each decision of special dispensation will be made on its individual merits.

1006. All provisions, paragraphs, sub-paragraphs, sections and terms of the Articles, By-Laws, Regulations, Policies and Playing Rules shall be deemed to be severable one from the other, and if such provision, paragraph, sub-paragraph, section or term is ever found or declared by competent authority to be void or invalid, same shall be deemed to be stricken from the Articles, By-Laws, Regulations, Policies or Playing Rules, as the case may be, without affecting the validity of any other provision, paragraph, sub-paragraph, section or term.

1007. Membership in Hockey Canada and its constituent bodies is purely voluntary. However, application for and/or acceptance of membership entails acceptance by such constituent bodies, players, members, individuals and the parents or legal guardians thereof, of the final and binding authority of all rules and decisions of the Board of Directors of Hockey Canada (and/or any sub-committees thereof), adherence to and observance of the Articles, By-Laws, Regulations, Policies and Playing Rules of Hockey Canada and acceptance of and subscription to such insurance coverage and participant membership fees as may be approved and made mandatory from time to time by the Board of Directors of Hockey Canada (and/or any sub-committees thereof).

- a. Any recourse to the courts of any jurisdiction by, on behalf of, or for the benefit of, any member, prior to the exhaustion of all rights, remedies and rights of appeal under the Articles, By-Laws, Regulations, Policies and Playing Rules of Hockey Canada shall be a violation and breach of the Articles, By-Laws, Regulations, Policies and Playing Rules of Hockey Canada. One of the penalties for which shall be the automatic and indefinite suspension of such member from Hockey Canada, including all activities and games played under the jurisdiction of Hockey Canada or any of its constituent bodies.
- b. Any association, club, league, team, player, coach, manager, trainer, or referee who initiates court action, and any individual who does so on behalf of or for

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the benefit of any of the foregoing, prior to the exhaustion of all rights, remedies and rights of appeal under the Articles, By-Laws, Regulations, Policies and Playing Rules of Hockey Canada shall be liable for all legal costs and disbursements incurred by Hockey Canada in connection with defending and/or responding to such court action.

- c. Any association, club, league, team, player, coach, manager, trainer or referee (or any individual acting on behalf of or for the benefit of any of the foregoing) who, having exhausted Hockey Canada's appeal procedures, proceeds with court action against Hockey Canada or its constituent bodies shall be liable for all legal costs and disbursements incurred by Hockey Canada and its constituent bodies, should the courts rule in favour of Hockey Canada or its constituent bodies.
- d. Until all such legal costs and disbursements of Hockey Canada are paid as provided in (b) and (c) of this By-Law 1007 the membership of the parties referred to in (b) and (c) of this By-Law 1007 shall, at the discretion of the President, be suspended.

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### **BY-LAW ELEVEN**

#### **AMENDMENTS**

1100. The President shall notify all Branches of this Association of changes, which may be made from time to time in the Articles, By-Laws, Regulations, Policies or Playing Rules.
1101. a. This Association at any Annual General, Special or Board of Directors Meeting may adopt, amend, revise or repeal By-Laws or Regulations for the government of this Association, or Playing Rules, upon the affirmative majority vote of the members present and voting at such meeting.
- b. No decision shall be made by the Board of Directors by way of adoption, amendment, revision, or repeal (but this shall not limit any Annual General, Special Meeting) regarding any specific individual case, which decision so made shall constitute a breach of any By-Law, Regulation or Playing Rule.
- c. Any such adoption, amendment, revision or repeal made at the Hockey Canada Semi Annual Meeting (but not at the Annual General Meeting, a Special meeting or a Board of Directors Meeting) shall not be made unless notice in writing thereof has been given to the President of this Association by July 1 and communicated by him to the members attending such meeting by August 15.
- d. Adoptions, amendments, revisions or repeals made by the Board of Directors, or proposed to be made by the Board of Directors, shall be circulated to all members of the Board of Directors at least fifteen (15) days prior to the holding of such meeting.
- e. All actions taken under this By-Law shall take effect July 1, unless a time has been specified for its implementation.
- f. When an amendment has been made at the previous Semi Annual Meeting, such change shall remain effective for a period of at least one (1) year, unless the Board of Directors, by a two-thirds (2/3) majority vote, amends or rescinds such amendment or addition.
- g. All amendments to the By-Laws and Regulations made by the Board of Directors must be ratified at the next Semi Annual Meeting.
1102. a. Notwithstanding the above, resolutions to adopt, amend, revise or repeal any of the By-Laws or Regulations of this Association, will only be considered at the Semi Annual Meeting that occurs in an odd numbered season. The presentation of such proposed By-Law and Regulation changes for review by the Board of Directors shall be at an Annual General Meeting that occurs in an even numbered season.
- b. Changes to the Playing Rules of this Association will only be considered at the Association's Semi-Annual meeting held in even numbered seasons. The

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## BY-LAWS

presentation of such proposed rule changes for review by the Board of Directors shall be at an Annual General Meeting that occurs in an odd numbered season.

1103. Notwithstanding By-Law 1101 and 1102, the giving of the notice provided therein may be waived at any meeting of the Board of Directors by a two-thirds (2/3) majority vote of the meeting.
1104. Any amendment or change in the Articles, By-Laws, Regulations, Policies or Playing Rules of this Association shall automatically amend or change the Articles, By-Laws, Regulations, Policies or Playing Rules of each Branch member of this Association in accordance therewith.
1105. Any change in the Articles, By-Laws, Regulations, Policies and/or Playing Rules, which has been adopted, amended or revised in the manner herein set forth, shall not be negated by reason of any error or omission which may occur in the periodic printing of the Articles, By-Laws, Regulations, Policies and/or Playing Rules of this Association.
1106. Notices of Motion may only be submitted by the Officers, each Hockey Canada Council Representative and Branches through their respective office.
1107. A vote of the Officers or the Board of Directors cannot be taken to change or amend the Regulations other than at the Annual General Meeting or Board of Directors' meeting, or at the request of three (3) Branch Presidents.



## **BY-LAWS**

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### **BY-LAW TWELVE**

#### **GENERAL PROCEDURES OF THE NATIONAL APPEALS COMMITTEE**

1200. The Board of Directors shall grant authority to the National Appeals Committee to act in its stead to determine all matters herein, and the decision of the National Appeals Committee shall be final and binding.

#### **Appeal of a Branch Decision**

1201. Any member of a Branch of Hockey Canada shall have the right to appeal to Hockey Canada when the Branch to which the member belongs makes a ruling directly affecting such member, where:

- a. Such decision is in conflict with the Branch or Hockey Canada's Articles, By-Laws or Regulations;
- b. The Branch committed a procedural error, or failed to provide the aggrieved party with a fair hearing; or
- c. The Branch did not have the authority or jurisdiction to make the decision.

1202. In the event of any dispute, difference or question arising from a Hockey Canada or Branch decision, and where a right to appeal is granted under the Articles, By-Laws, Regulations, Policies and Playing Rules, the procedures as outlined herein, shall be the recourse available to any member or individual dissatisfied with such decision.

1203. An appeal shall:

- a. Be brought within seven (7) days of the written decision of the Branch appealed from;
- b. Be in writing;
- c. Describe, in numbered paragraphs, the decision appealed from, the grounds for appeal, and the relevant facts. Pertinent documents, if any, shall be attached; and
- d. Be filed, with proof of delivery to the Branch, with the Office of the President of Hockey Canada, together with a cash payment or certified cheque payable to Hockey Canada in the amount of three-hundred dollars (\$300.00).

1204. Hockey Canada shall forward a copy to the Branch which rendered the decision. The Branch shall respond to the appeal:

- a. Within seven (7) days of receipt of the appeal from Hockey Canada;
- b. In writing;
- c. By describing, in numbered paragraphs, the position of the Branch including the grounds for the decision appealed from, and the facts supporting the decision. Pertinent documents, if any, shall be attached;

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## BY-LAWS

- d. The Branch shall deliver a copy of its response to the Director, Regulations and Legal Affairs of Hockey Canada who in turn will provide a copy to the appellant.
1205. All parties to the appeal may be requested to respond to any material provided by any party to an appeal within timelines as established by the National Appeals Committee, and failure to respond within the timelines shall mean that the party who fails to respond is in agreement with the material provided by any other party.
1206. In order to provide for adequate preparation by the National Appeals Committee, all material shall be submitted to the Director, Regulations and Legal Affairs of Hockey Canada, no later than four (4) working days prior to the scheduled hearing date. Failure to provide material within the four (4) working day timeframe shall mean a postponement of the hearing until the next scheduled hearing date.

### Registration Appeals

1207. An appeal may be filed with Hockey Canada in disputes involving:
- a. An Inter-Branch transfer; or
  - b. A refusal by a team to release a player for purposes of an Inter-Branch transfer or International transfer to another IIHF Federation.
- When a player has registered for the current season, he may not appeal under this regulation to secure his release and/or Inter-Branch transfer, USA Hockey transfer or an International transfer.
1208. All Registration appeals must be accompanied by the following:
- a. Notice of Appeal form;
  - b. Detailed rationale for appeal;
  - c. Release from former team, where applicable;
  - d. Letter of Approval from parents (for U18);
  - e. Verification of school registration or exchange, when available;
  - f. Appropriate transfer form;
  - g. Parent Acknowledgement form; and
  - h. Required fee of three hundred dollars (\$300.00).
- This fee does not include the Inter-Branch transfer, USA Hockey transfer or International transfer fee if a request for either is part of the appeal.
1209. The Branch to which the player wishes to transfer shall file the appeal setting fully the grounds therefore, with the Director, Regulations and Legal Affairs of Hockey Canada; and shall give notification of such appeal, and grounds therefore, to the Executive Director of the Branch which the player desires to be transferred.

## **BY-LAWS**

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1210. On receipt of such an appeal, the Director, Regulations and Legal Affairs of Hockey Canada must within one (1) working day, by fax or email, request the Branch which has refused the transfer for its rebuttal. This Branch must forward its rebuttal by fax or email, according to the request of the Director, Regulations and Legal Affairs. If the rebuttal is not received prior to the requested deadline, the Branch concerned shall lose its right to make a rebuttal to the Hockey Canada National Appeals Committee.
1211. The preceding provision (By-Law 1210) concerning timelines shall not be in effect from May 1 to July 31 of each year. Should an appeal be within that time frame, a decision will be rendered by August 15 of the current season.
1212. Notwithstanding Regulation K.17, the National Appeals Committee, upon receiving and verifying information that a player participated in Hockey Canada activities without proper approval from a previous Branch, USA Hockey, the IIHF, or the National Appeals Committee, may take, in its sole and unfettered discretion, any of the following actions against the responsible member Branch or team: issue a warning to the member Branch or team; assess a fine to the member Branch or team; or suspend any of the team officials involved.
1213. For Minor or Female players, all appeals filed, if granted, shall only be for the current playing season. Minor and Female players shall be required to file a new appeal for any subsequent season, and the National Appeals Committee shall consider any subsequent appeal as a new appeal, and shall not be bound by any previous year's decision.

### **Other Appellate Jurisdiction**

1214. If a team requires special assistance through any unusual situation which develops, that team may appeal to the National Appeals Committee to obtain imports in addition to the number of imports allowed under Regulation K.26, provided:
- The appeal is submitted with the written consent of its Branch accompanied by majority consent of the league in which the team operates;
  - No such assistance may be granted after January 10 in any year;
  - The player or players, if obtained, shall be from the same or lower categories of the same Division or from lower Divisions.
  - The player or players, if obtained, shall be signed by the team not later than February 10.
1215. Notwithstanding restrictions referred to in any other regulations, the National Appeals Committee shall have the right to hear any appeal received on behalf of any team or individual concerning residential qualifications as stated in Regulation F.4, teams playing in other jurisdictions as stated in Regulation B.9 and replacements for players turned professional under Regulation K.31. Such appeals must be filed in strict compliance with appeal procedures as set out in By-Law 1201-1206.

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## BY-LAWS

1216. Notwithstanding By-Law 1209, any registered player in regular full-time attendance at a recognized university or college who has failed to meet the academic standard at such university or college at mid-term in the current season, may appeal to secure his release and/or Inter-Branch transfer under By-Law 1207-1213 inclusive, as provided for in Regulation H.8 (l).
- a. Such player may only be registered by February 10 with the last team or club with which he was registered prior to registering at the aforementioned university or college.
1217. All appeals under By-Law 1214-1216 must be accompanied by a fee of three hundred dollars (\$300.00). This fee does not include the Inter-Branch transfer, USA Hockey transfer or International transfer fee if a request for either is part of the appeal.

### Hearing Process for Appeals

1218. The National Appeals Committee shall conduct all hearings in the manner in which it sees fit, including but not limited to written presentations only, teleconferences, or face to face hearings.
1219. The decision of the National Appeals Committee shall be transmitted to any party to the hearing within forty-eight (48) hours from the time of decision. The report of the National Appeals Committee shall be limited to whether the appeal has been allowed, together with any conditions that are included, or disallowed, or that the National Appeals Committee lacks jurisdiction. No other information shall be provided.
1220. After a decision, the National Appeals Committee shall be granted the right to reconsider a decision if any of the interested parties to the decision provide to the National Appeals Committee new information that was not available to a party at the date of the original decision. In order to determine if the National Appeals Committee shall reconsider any decision made by it, the National Appeals Committee must first determine that the new information was not available to the interested party at the time of hearing. The decision as to whether new information does exist shall rest solely with the National Appeals Committee, and it shall not be subject to review.
1221. The National Appeals Committee shall be further granted the right to determine whether or not statements made by any interested party to an appeal were misleading or false. In the event that any interested party has provided such information, the National Appeals Committee, in its unfettered discretion, may rescind, or vary any order made by it, and recommend to the Chair of the Board that disciplinary action be considered against said member as set forth herein.

Working Day is defined as: Monday to Friday both inclusive, with the exception of any statutory holidays.

**BY-LAWS**

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**BY-LAW THIRTEEN**

**CONFLICT OF INTEREST GUIDELINES**

1300. A potential conflict of interest is deemed to arise when a member of either the Hockey Canada Board of Directors or a Hockey Canada Council is involved:
- a. As a member of an amateur hockey association, team or league;
  - b. In receiving remuneration of any amount for any position of an amateur hockey association, team or league;
  - c. In holding any position in an amateur hockey association, team or league.
1301. When a potential conflict is deemed to have arisen, the member involved:
- a. Shall immediately notify the Board of Directors and Officers;
  - b. Shall not participate in discussion and shall absent himself from the meeting when any item is being discussed by the Board of Directors or any of its councils or committees which the presiding chair considers a conflict;
  - c. Shall not solicit information on any such item; and
  - d. Shall not be provided any information on any such items by any committee, council, Board member, Officer or employee.
1302. Any person seeking election as an Officer or as a Council Representative shall declare any conflict of interest in advance of seeking election to such office.

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## PART III: REGULATIONS

### IMPORTANT DATES TO REMEMBER

#### SEPTEMBER 1

Final date for declaration of operative teams, Memorial Cup and RBC Cup competition. **E.6 (a)**

#### OCTOBER 1

Final date for declaration of operative teams in Allan Cup competition. **E.6 (b)**

#### DECEMBER 1

All Junior teams must reduce to not more than twenty-five (25), the combined total of the following:

- a) the number of registered players on their active list; and
- b) the number of unused registrations. **F.38**

#### DECEMBER 15

Final date for filing of team affiliations. **E.32**

#### JANUARY 10

Final date for Special Assistance. (By-Law 1214)

All Senior teams must reduce to not more than twenty-five (25), Junior A and Junior

B teams must reduce to not more than twenty-three (23) and all other Junior teams to not more than nineteen (19) the total of the following:

- a) the number of registered players on their active list; and
- b) the number of unused registrations. **F.39**

After this date, a player may play no more than five (5) games with affiliate and revert to lower category. **E.35 (a)**

#### JANUARY 15

Final date for filing list of specially affiliated players with Branch Executive Director. **E.15**

#### FEBRUARY 10

Final player registration date. **F.17**

Final date for player transfers. **K.1**

Final date for player to return to Hockey Canada from professional hockey. **K.31**

Final date for players to be registered under Special Assistance. (By-Law 1214)

## DEFINITIONS A

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### A. DEFINITIONS

For the purpose of all Hockey Canada Articles, By-Laws, Regulations, Policies and Playing Rules unless otherwise defined in a specific regulation, the following words, terms and expressions are defined as follows in alphabetical order:

1. "Affiliate Player" ("AP") - refers to those players from club teams, affiliated teams, or specially affiliated players when such player(s) are participating with a higher Division/ category team.
2. "All Star" - means a selection of exceptional players registered with various teams from a common league, association, Branch, Region or the Nation-at-Large, grouped together for a specific competition.
3. "Amateur" - An amateur hockey player is one who is not participating in organized professional hockey.
4. "Associate" (to associate) - means to put into existence a partnership between a club and a Major Junior, a Junior A, a Junior B and/or a Junior C team(s) in accordance with Regulation E.12.
5. "Branch-to-Branch" transfer - means an Inter-Branch transfer and vice-versa.
6. "Category" - has the meaning assigned by Regulations B.4, 5 and 6.
7. "Club" - has the meaning assigned by Regulation E.20 (a).
8. "Club Team" - has the meaning assigned by Regulation E.21 (b).
9. "College" - means a Post-Secondary Diploma-granting institution.
10. "Commuter Player" - means a player from a border town (Branch/Branch or USA/ Branch) playing in an adjoining Branch with the agreement of his residential Branch, Hockey Canada and/or USAH who can register within that adjoining Branch. All necessary transfer paperwork and fees would apply, where applicable.
11. "Disband" - to cease to operate.
12. "Division" - means the classes of hockey being operated within this Association. These are as follows: Senior, Junior, Juvenile, Midget, Bantam, Pee Wee, Atom, Novice, Initiation and the Divisions created under Regulation B.2. (See Regulations B.1 and B.2)
13. "Exhibition Game" - a game which is not part of the regular season, tournament, or play-off schedule.
14. "Geographic-Subdivision" has the meaning assigned by Regulation E.13 (b).
15. "Goalkeeper(s)" and "Goaltender(s)" - means all players other than skaters.
16. "Hazing" is an initiation practice that may humiliate, demean, degrade, or disgrace a person regardless of location or consent of the participant(s).

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## DEFINITIONS A

17. "Home Branch"- means where a player resided and was last registered to play Minor hockey prior to registering to play Junior hockey.
18. "Horizontal Chain(s) of Teams" - means a group of club teams registered in a same Division but in different categories.
19. "House League" - House League Hockey is defined as a community oriented Minor hockey program structured to provide development and competition at the recreational level.
20. "Import(s)" - designates the status assigned to a player who has obtained a transfer from one Hockey Canada Branch to another Hockey Canada Branch ("Inter-Branch transfer") or from a foreign Ice Hockey Federation to this Association ("International transfer") but excludes the player who qualifies under Regulations H.8 (b), K.28 (a) or K.29 (a) (b) (c).
21. "International Tour" - any game or series of games, including a tournament, involving a Hockey Canada team and a team that is a member of an IIHF Member Federation other than Hockey Canada or USA Hockey.
22. "League" - has the meaning assigned by Regulation B.31.
23. "Minor Hockey" - only includes the following Divisions: Juvenile, Midget, Bantam, Pee Wee, Atom, Novice, Initiation and the Divisions created under Regulation B.2. (See Regulations B.1 and B.2)
24. "Parent" - has the meaning assigned by Regulation F.3.
25. "Permanent Affiliate" - A player who registers on a lower category team for the express purpose of affiliating on a full time basis to the higher category team.
26. "Player(s)" - means goaltenders and skaters.
27. "Region" - means the geographic territory comprised of one (1) or more Hockey Canada Branches.
  - a) "Atlantic Region" - means the grouping of the following Hockey Canada Branches: HPEI, HNS, HNB and HNL
  - b) "Ontario Region" - means the grouping of the following Hockey Canada Branches: ODHA, OHF, and HNO.
  - c) "Pacific Region" - means the grouping of the following Hockey Canada Branches: Hockey Alberta, BCAHA, and Hockey North.
  - d) "Quebec Region" - means the Hockey Québec Branch.
  - e) "Western Region" - means the grouping of the following Hockey Canada Branches: Hockey Manitoba and SHA.
28. "Release" - means the unconditional discharge of a player from team or club membership.



## **DEFINITIONS A**

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29. "A Residential School" - refers to a school that is organized for educational purposes under the jurisdiction of the appropriate government educational authority and in which:
- a) At least seventy-five percent (75%) of the students reside away from the home of their parent for the purpose of receiving their education;
  - b) The residence for such students is located on the school campus or if off the school campus is operated by the school as an exclusive residence for the students;
  - c) There is continuous supervision of the residential students by the school officials; and
  - d) This definition applies only for Minor hockey.
30. "Skater(s)" - means all players other than goalkeepers.
31. "Team" - has the meaning assigned by Regulation E.1.
32. "Team Official(s)" - means all or any of the persons involved in the management of a team or club, which includes: the coach; manager; safety person/trainer; equipment manager; team physician; President and other members of the Executive and/or Board of Directors of a team or club.
33. "Tournament"- A schedule of games played among three (3) or more teams, which follows an inter-locking schedule and leads to an eventual winner.
34. "University" - means a Degree-granting institution.
35. "Vertical Chain(s) of Teams" - means a group of club teams registered in the same category but in different Divisions.

The above definitions are an integral part of Hockey Canada's Regulations.

**B. COMPETITION**

1. This Association governs competition in amateur hockey in various Divisions, including:

<b>DIVISIONS</b>	<b>AGE ELIGIBILITY</b>
a) Senior Male and Female	Open to players of any age.
b) i) Junior Male	Open to players twenty (20) years of age and younger in the current playing season.
ii) Junior Female	Open to players twenty-one (21) years of age and younger in the current playing season.
c) Juvenile Male and Female	Open to players twenty (20) years of age and younger in the current playing season.
d) Midget Male and Female	Open to players seventeen (17) years of age and younger in the current playing season.
e) Bantam Male and Female	Open to players fourteen (14) years of age and younger in the current playing season.
f) Pee Wee Male and Female	Open to players twelve (12) years of age and younger in the current playing season.
g) Atom Male and Female	Open to players ten (10) years of age and younger in the current playing season.
h) Novice Male and Female	Open to players eight (8) years of age and younger in the current playing season.
i) Initiation Male and Female	Open to players six (6) years of age and younger in the current playing season.

The player's age is determined for the current playing season by the player's age at December 31 of the current season.

2. In Minor Male Divisions, where a Branch operates on an age system whereby the name of the first year of a Division is prefaced by the word "Minor", and the second year by the word "Major", each of these two sub-divisions shall be considered a Division.

NOTE: In some Branches, the word "Major" is not used in designating the second year of a Division.

3. Notwithstanding Regulation B.1 (b) Branches may grant permission for Junior "B", "C" & "D" leagues to have their teams register with Hockey Canada up to a maximum of four (4) players twenty-one (21) years of age as of December 31 of the current season. These players must have played in that league during the previous season.

## **COMPETITION B**

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4. Where the Divisions listed in Regulation B.1 and other Divisions created under Regulation B.2 are further divided, such subdivisions shall be known as categories.
5. a) This Association divides each of the Divisions listed in Regulation B.1 and other Divisions created under Regulation B.2 into the following categories: AAA, AA, A and B.  
b) However in Junior Male hockey, the categories are as follows: Major Junior, Junior A, Junior B and Junior C.
6. The Branches may create further lower categories.

## **TEAMS PLAYING IN OTHER JURISDICTIONS**

7. a) A team is deemed to be under the jurisdiction of the Branch in the geographic area in which it plays its home games.  
b) A team under the jurisdiction of one (1) Hockey Canada Branch may compete in a league which is under the sole jurisdiction of another Hockey Canada Branch provided they have first received permission from their own Branch to negotiate entry into a league under the jurisdiction of another Branch and provided also that both Branches agree. The Hockey Canada Board must approve teams, at the Annual General Meeting, competing under the jurisdiction of another Branch where competition leads to a Hockey Canada Regional or National Championship.
8. a) If an agreement cannot be reached between the Branches concerned, it shall be the privilege of either Branch to appeal to the Hockey Canada Board of Directors, presenting all the facts of the case, for a final decision. The decision of the Hockey Canada Board of Directors shall remain in force until revoked by Hockey Canada at the Annual General Meeting or by written consent of both Branches concerned. The agreement, or Hockey Canada decision, shall be filed with the President.  
b) The player's registration shall in all cases be with the Branch in whose geographic area the team plays its home games and that Branch shall forward a copy of each validated registration to the Branch under whose jurisdiction the league operates.
9. No Hockey Canada team shall be permitted to operate in any jurisdiction other than Hockey Canada, except by permission of Hockey Canada and the Branch in whose territory the team is located.
10. Teams under the jurisdiction of a foreign Ice Hockey Federation shall not be permitted to operate in a league under the jurisdiction of Hockey Canada unless permission is given by that foreign Federation, Hockey Canada and the Branch or Branches under whose jurisdiction the league operates.

## **GENERAL PROCEDURES FOR INTER-BRANCH PLAY**

11. Hockey Canada shall, in its discretion, conduct annually Inter-Branch competitions to declare National Champions in the following Divisions and categories:

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**COMPETITION B**

Senior AAA	Allan Cup (Male) Abby Hoffman Cup (Female)
Major Junior	Memorial Cup
Junior A	RBC Cup
Midget AAA	Telus Cup

12. Only Canadian teams shall be permitted to participate in National Championship competitions, unless otherwise approved by Hockey Canada.
13. Branches in turn will arrange their Branch play-offs in order that they shall have their Championship teams ready to participate in such Inter-Branch competition on such dates as have been ratified by the Hockey Canada Board of Directors. The Chair of the Board or his designate shall control and direct all play-off competitions.
14. The Inter-Branch play-offs shall be a best two (2) out of three (3), three (3) out of five (5), or four (4) out of seven (7) series, except where tournaments are authorized by the Officers of this Association. All games will be played to a decision.
15. All game reports, signed by all referees and linesmen and containing the names of all competitors on each team, must be forwarded by this Association's representative to the Hockey Canada President promptly after the completion of each series. This Association's representative shall have the power to inspect the registration of each player competing in any Association play-off game. Teams in Inter-Branch competition must carry proof of eligibility for all players and officials with them for this purpose.

NOTE: The allowances to Senior and Junior teams competing shall be as provided by Regulation B.47. Such allowances shall be paid by this Association's representative in full immediately following the final game of each series, provided receipts are sufficient for this purpose, and provided also that Regulation B.18 does not apply.

16. a) During Inter-Branch play-offs, there shall be no right of appeal from Hockey Canada suspensions or penalties imposed when they comply with the suspension bulletin for that particular play-off which establishes minimum suspensions or penalties which may be imposed by the Officer, or designate, in charge of the play-offs.  
b) These suspension bulletins will be distributed annually in advance of Inter-Branch play-offs as a Hockey Canada Action Bulletin.

**PENALTIES FOR INTER-BRANCH PLAY**

17. An initial commitment, by each Branch, to compete in a Regional and National Championship as applicable in the following season, must be made at each Annual General Meeting of this Association. In addition to the initial commitment referred to above, a written commitment from each Branch must be received by the President no later than November 1 of the current season (October 1 for the Major Senior AAA Male Championship).
18. Any Branch withdrawing from a National Championship competition, having filed its

## **COMPETITION B**

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written commitment, shall be fined:

- a. Ten thousand dollars (\$10,000) in the case of Junior A (by the AGM), in accordance with Regulation B.30;
  - b. One thousand dollars (\$1,000) in the case of Senior hockey teams that participate in the National Men's Senior AAA Championship and that withdraw after October 1;
  - c. One thousand dollars (\$1,000) in all other cases, if the team withdraws after November 1. (Not applicable to Minor hockey)
19. A Branch withdrawal from a National Championship competition after January 15 (November 15 for the National Female Championship) of the current season for all other events shall result in said Branch being subjected to pay a fine of two thousand dollars (\$2,000), plus any other claims approved by the Board of Directors.
  20. Any team registered in a Division and/or category for which this Association conducts annually Inter-Branch competitions to declare a Regional and/or a National Champion must compete for the championship of that Division and/or category and also participate in any Hockey Canada sponsor's program(s) to the satisfaction of this Association in order to retain its status and the privileges attached thereto.
  21. The refusal of such a team and/or league, of which it is a member, to participate in either the Regional and/or the National Championship competition or the Hockey Canada sponsor's program(s) to the satisfaction of this Association, shall cause that team and/or that league the loss of its status, the privileges attached thereto and the rights to its players as of the date of refusal.
  22. Violations by a Branch, league or team of Regulation B.13 may result in the suspension of the Branch, league or team responsible, by the Hockey Canada Chair of the Board.
  23. If a team fails to present itself at the time and place appointed to play in any game, unless such failure is caused by an unavoidable accident or an unforeseen contingency, the game and/or series shall be awarded to the opposing team. The manager, coach or official and/or players of the team, which is responsible, may be suspended for one (1) year or more.
  24. For the purpose of Regulations B.20 and B.21, the action of a team and/or a league causing any suspension or disqualification shall be deemed to be a refusal by the team or league to participate.
  25. If any delay is caused by any team or Branch in entering or carrying on the play-off arrangements made by this Association, requiring extra remuneration to another team for the delay, caused by circumstances under the control of the team or Branch, the sum necessary to pay the other team shall be taken from the share of the offending team.
  26. Any team which dresses less than thirteen (13) skaters and two (2) goaltenders in any game during a National Championship competition shall not be entitled to any per diem allowance for that game, unless such player shortage is caused by circumstances beyond the control of the team or Branch.

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## COMPETITION B

### VARIATIONS FOR MINOR HOCKEY

27. No Residential School (see definition in Regulation A) team shall be allowed to compete in Regional or National Championships in the Juvenile, Bantam or lower Divisions.

### VARIATIONS FOR JUNIOR HOCKEY

28. Each Branch, to compete in a Regional or National Junior A Championship must file a written commitment at each Annual General Meeting of this Association.
29. To qualify for Regional or National Championships, Junior A leagues must be in a minimum of its third consecutive year of operation as a Junior A league. The Branch must endorse this commitment after the league's second full season of play.
30. No team shall compete in any National and/or Regional Championship competition if it has not participated in a league competition during the season and is regularly qualified through league and Branch play-offs.
31. A league must consist of three (3) or more Hockey Canada member teams from the same category of the same Division playing a minimum of twelve (12) home and twelve (12) away games in a regular league schedule. (Does not apply to Minor hockey). (Category does not apply to Senior hockey).
32. Notwithstanding Regulations E.9 to E.39 inclusive, any team participating in any game leading to a National Championship competition will be permitted to use specially affiliated players or players from affiliated and/or club teams only if the teams, through which these aforementioned players have registered with Hockey Canada, have participated in a league as defined in Regulation B.31 during the current season.

### BRANCH EXECUTIVE DIRECTOR'S RESPONSIBILITIES

33. Before the opening of the Branch final series, the Branch Executive Director shall certify and forward a complete listing of all registered players that are eligible to play for the Branch representative (see Regulations B.30 and B.32) including its specially affiliated players, players registered with its lower Division or category club teams and/or the affiliated team, if any, to the President of Hockey Canada.
34. This listing shall also indicate which of the team's players are imports.
35. The Hockey Canada local representatives will exchange their lists before the beginning of each Inter-Branch series in which they are involved.
36. The conduct and regulation of competition in the various Divisions within the Branch shall be under the control and direction of the Branch Executive Committee.
37. A Senior team, before entering Inter-Branch competition, shall be permitted to select from among the goaltenders within its Branch, one (1) additional goaltender. Any goaltenders so recorded shall be eligible to compete in any Inter-Branch game. Once named, this

## **COMPETITION B**

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goaltender may not be replaced, unless Regulation B.41 applies. No import goaltender shall be selected who will exceed the team's import allotment as provided in Hockey Canada Regulation K.26 (a). The Branch Executive Director will forward the name of the one (1) additional goalkeeper the Branch representative has selected to the President of Hockey Canada.

38. Hockey Canada allowance for transportation and other expenses are intended to include two (2) goaltenders, which are properly registered and are eligible under Hockey Canada regulations. Inter-Branch play-off teams are responsible to see that two (2) goaltenders are with the team at all times and completely dressed. When the services for a third goaltender are required, additional traveling expenses for this goaltender may be provided at the discretion of the Hockey Canada Officer in charge of the series. Notwithstanding Regulation B.40, where it is impossible under the present regulations to have two (2) goaltenders dressed for play-off games in Inter-Branch competition, a Senior team may apply for special assistance to the Officers of this Association. Regulations B.37 and B.38 do not apply to Minor hockey teams.
39. Hockey Canada approves of Inter-Branch competitions for teams in those Divisions/ categories other than those which must participate in National Championship competitions if two (2) or more Branches wish to do so, and providing the President of Hockey Canada is informed prior to the commencement of any series, and there is no financial responsibility to Hockey Canada. Such competitions shall be under the control and direction of the Presidents of such Branches.
40. Any exception to the preceding regulations in B, which concern Inter-Branch competitions, must be submitted for approval at each Annual General Meeting of this Association, which precedes the competitions.
41. When a goaltender has been loaned to a Program of Excellence Regional or National team, or a provincial Canada Winter Games Team and an affiliate goaltender is not available to the loaning team, the Branch may approve a replacement goaltender under similar provisions to those used for an injured goaltender. (See Regulations B.42-44)
42. No replacement can be made for any ill or injured player, except the goaltender. In competition within the Branch or during Inter-Branch competitions a replacement may be permitted for a goaltender who is ill or injured, under such conditions and upon such terms as may be provided by the Branch or, in the case of Inter-Branch competition, the President of Hockey Canada. The goaltender must come from the Branch where the team is registered and must be registered and join the team within ten (10) days of the date of the last game in which the injured or medically unfit goaltender played, or prior to the next scheduled game of his team if his team is not scheduled to play within the ten (10) day period indicated above. The replacement goaltender cannot be replaced by another replacement goaltender unless the former is injured or medically unfit.
43. The ill or injured goaltender shall return to competition as soon as medical evidence indicates that it is in order for him to do so.

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## COMPETITION B

44. A team may use as a replacement a goaltender from a team of the same or lower Division or category, provided that permission is obtained from the Branch and the goaltender's team. A replacement from a team of a lower Division or category shall be permitted to return to his original team regardless of the number of games played, provided that permission was originally obtained.
45. A team which has lost a player to a Program of Excellence Team (Under 17, Under 18, Under 20, Under 22) during its play-off season, may borrow a player from a team within its league which is out of competition, providing permission is obtained from the Branch and the borrowed player does not exceed their import allotment as noted in Regulation K.26 (a).

### PLAY-OFF RECEIPTS

46. After taxes and the arena share are deducted, the Hockey Canada Representative will pay out of the gate receipts the guarantee as applicable, the expenses of the participating teams, referees, and all expenses incurred in running the series as provided. Any surplus remaining shall be divided between the two (2) teams participating in that series.

### EXPENSES OF TEAMS PARTICIPATING IN PLAYOFFS

47. a. Traveling allowances, per diem allowances and other related team expenses payable to teams, representing Branches, participating in Hockey Canada National Championships and Inter-Branch playdowns shall be under the sole control of Hockey Canada and approved by the Board of Directors from time to time and shall be outlined in the Bid Guidelines and team information packages that pertain to each respective National Championship.
- b. Senior  
Visiting team allowances for Allan Cup Inter-Branch playdowns are payable by the host team as follows:  
Travel: Two hundred and fifty dollars (\$250) (one time only). Bus expenses to be paid by the Hosting Branch (minimum of three (3) bids). Teams traveling over eight hundred (800) kilometres one (1) way will be entitled to a one thousand dollar (\$1,000) hotel per diem (receipts must be presented). Transportation shall be the most practical and economical, either by bus, rail or air. Teams traveling less than twenty-four hundred (2400) kilometres (round trip) shall be based on ground and/or water transportation. Air transportation will be allowed for a maximum of twenty-five (25) players plus a coach, assistant coach, manager and a trainer for a total of twenty-nine (29) people only. (Only upon written agreement between Branches involved.)
- c. Game day fees:  
Hotel: One thousand dollars (\$1,000) per day  
Incidentals: Three hundred dollars (\$300) per game



## **COMPETITION B**

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The three hundred dollars (\$300) per game as outlined in the Hockey Canada regulations paid to the visiting team is to cover all incidental expenses including local transportation to and from the hotel. Per Diem allowances are to be paid in currency of the host city. Whenever possible, team accommodation and meals must be taken within the municipal boundaries of the host community. If the visiting team has arrived at the site of the series on the day prior to the start of the series, they shall be entitled to the hotel allowance for the day, only if both Hockey Canada representatives have agreed and authorized it in writing or special permission has been granted by Hockey Canada.

Branches may use other than the above; however, agreement must be in writing and sent to Hockey Canada.

Note: Copies of all agreements must be sent to Senior Council Director and Hockey Canada Office.

## **REFEREES FEES AND EXPENSES**

48. a) In Allan Cup and RBC Cup Inter-Branch play-off games and final series or round-robin final series, the Referee's fees shall be one hundred and ten dollars (\$110.00) and the Linesmen's fees, sixty dollars (\$60.00). The fee for the standby official shall be forty dollars (\$40.00). In addition to the above fees, the Referee (and Linesmen if applicable), shall be entitled to the most economical airfare and necessary ground transportation, or to forty-five cents (45¢) per kilometre, return trip, if traveling by automobile. Where automobile transportation is claimed, its cost shall not exceed the most economical airfare for the corresponding trip. The Referee, where applicable (and Linesmen if applicable) may also claim meals and accommodation as prescribed hereafter where travel exceeds three (3) hours one way but not more than four (4) hours one way, a thirty dollar (\$30.00) per day, per official, meal allowance may be claimed. Where travel exceeds four (4) hours one way, a forty-five dollar (\$45.00) per day, per official, meal allowance may be claimed. Where travel exceeds four (4) hours one way, single room accommodation for the Referee and double room accommodation for the Linesman may be claimed (with receipts to substantiate).
- b) In all Allan Cup and RBC Cup play-off games, the Stand-by Official will receive forty dollars (\$40.00) as fees for his services plus any other applicable expenses as noted in (a) above.
- c) The Hockey Canada official in charge is authorized to arrange any form of ground transportation that will be most practical and economical.

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## C. PROTESTS OF GAMES

The proper procedure for the protest of any games in Inter-Branch competition shall be as follows:

1. Protests, and all evidence in support thereof, must be in duplicate, signed by the President and Secretary of the protesting team, and presented to the Hockey Canada Officer in charge of the series within twelve (12) hours of the conclusion of the game for which the protest is being made and must be accompanied by a deposit of one hundred dollars (\$100.00). The deposit shall be forfeited, to this Association, if the protest is disallowed.
2. In the case of a team whose President and/or Secretary are absent from the locale in which the protested game was played, then such protest may be signed by the two most senior officials of the team, present at said locale.
3. In the case of the absence of the Hockey Canada Officer in charge of the series from the locale in which the protested game was played, then such protest shall be delivered to the person appointed to represent said Hockey Canada Officer.
4. The Hockey Canada Officer or his replacement (referred to in Regulation C.3) to which the protest was delivered shall deliver a copy of the protest to the protested team, without any undue delay. The replacement (referred to in Regulation C.3) shall also immediately transmit, by the most expeditious manner, the full content of the protest to the Hockey Canada Officer whom he is representing.
5. The team protested shall be allowed twelve (12) hours to file a defence and evidence to the person from whom they received the protest, which must be accompanied by a deposit of one hundred dollars (\$100.00). The deposit shall be forfeited to this Association, should the protest be allowed.
6. In the event the scheduling of games does not permit sufficient time to comply with the procedure set forth in Regulations C.1 to C.5 inclusive, that is, where there is less than forty-eight (48) hours between games, then the protesting team shall make a verbal protest, immediately following the game, to the person (other than the referee) appointed by Hockey Canada to be in charge of the game at the particular locale. This person shall immediately convene a meeting with the team officials involved and record all facts pertaining to the case. These facts shall immediately be reported to the Hockey Canada Officer in charge of the series.
7. In the case of any protest submitted in accordance with Regulations C.1 to C.6 inclusive, the Chair of the Board and the Hockey Canada Officer in charge of the series shall have full power to rule on the protest. When the Chair of the Board is also the Officer in charge of the series, then the Chair of the Board and Executive Vice-Chair shall be authorized to so act. The decision of these Officers shall be final.
8. The preceding regulations in "C" do not apply to Minor hockey.
9. Branches may adopt their own procedure for handling protests of games played within their own Branches.

**GENERAL TOUR INFORMATION D**

**D. GENERAL TOUR INFORMATION**

**INCOMING AND OUTGOING INTERNATIONAL TOURS,  
AS DEFINED IN REGULATION A**

NOTE: The organization of international matches and international tours is governed by International Ice Hockey Federation By-Laws and Regulations. Branches, teams, and officials, involved in such matches or tours are advised to make reference to IIHF Article 301 in order to have a full understanding of what is required with respect to such competition. For international tours in Canada, invitations must be issued by Hockey Canada, and the IIHF must be notified at least two (2) months before the first game of the international tour and of the dates and conditions under which the proposed international tour is organized.

1. No Hockey Canada team shall be permitted to play exhibition or tournament games, Inter-Branch games of any kind, or games against teams from any other Member Federation of the IIHF, without the written or faxed permission of Hockey Canada through its Branch. If the Branch does not object, it shall submit the request to the Hockey Canada President, for his consideration and approval. Violation of this rule may result in the suspension of the team officials and/or players involved.
2. In the case of Inter-Branch games and exhibition or tournament games between teams affiliated with Hockey Canada and teams affiliated with USA Hockey, permission and travel permits shall be granted at the discretion of the Branch concerned.
3. Branch Member associations, clubs or teams, and Associate Member teams requesting an international tour, whether incoming or outgoing, shall pay the following fees:
  - a) Application made to Hockey Canada sixty (60) or more days prior to the day of the event . . . . . one hundred fifty dollars (\$150)
  - b) Application made to Hockey Canada between thirty (30) and fifty-nine (59) days prior to the day of the event . . . . . three hundred dollars (\$300)
  - c) Application made to Hockey Canada between fifteen (15) and twenty-nine (29) days prior to the day of the event . . . . . five hundred dollars (\$500)
  - d) Application made less than fifteen (15) days prior to the day of the event is subject to a fee at the discretion of Hockey Canada . . maximum of five-thousand dollars (\$5,000)
  - e) The above noted fees shall be divided equally between Hockey Canada and the respective Branch.

NOTE: Please note that due to processing and administrative requirements, any international tour application made less than sixty (60) days prior to the event cannot be assured of approval. If Hockey Canada is unable to approve such an application, there may be a partial refund of the application fee, at the sole discretion of Hockey Canada.

4. Application for permission to make an international tour will only be considered if application is made by an association, club or team whose players are properly registered with its Hockey Canada Branch. The application for an international tour shall be made

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#### GENERAL TOUR INFORMATION D

through the Branch in which such association, club or team is registered and in the case of an outgoing international tour, shall include a written invitation from the hosting IIHF Member Federation(s).

5. An application by a Hockey Canada National Team for an outgoing international tour shall be made directly to Hockey Canada. An application by a Hockey Canada National Team for an incoming international tour or for an exhibition game(s) in Canada shall be made to the Branch(es) where the games are to be played, together with a fee of one hundred dollars (\$100.00) to each such Branch.
6. Failure to comply with Regulation D will result in the suspension of the said player(s) or team(s) and/or team officials for a period decided by the Branch where such player(s) or team(s) and/or team officials are registered.
7. Submissions for Hockey Canada sanctioning of an international tour must include the following:
  - a) A detailed schedule outlining dates and locations of proposed games; and
  - b) Written approval of the Branch(es) involved.
8. Hockey Canada, in its sole and unfettered discretion, may refuse application for sanctioning of international tours for any reason it deems detrimental to Hockey Canada, its member Branches or the participants involved, and its decision in this regard shall be final and binding.
9. Hockey Canada member Branches, clubs, teams, players, coaches and officials who participate in the activities of international tours not sanctioned by Hockey Canada, do so independent of Hockey Canada and its member Branches and without access to benefits of the Hockey Canada National Insurance Program and could be subject to suspension or other disciplinary measures as determined by the Branch in which they are registered, or Hockey Canada, in the case of a Branch.
10. Hockey Canada associations, clubs or teams contacted by organizers of international tours involving teams from IIHF Member Federations, must immediately contact their Branch office before proceeding with or confirming arrangements for an international tour. Likewise, any hockey association, club or team interested in hosting a team or organizing an international tour involving a team from other IIHF Member Federations, must contact their Branch office to initiate the process of official sanctioning.

#### INCOMING INTERNATIONAL TOURS

11. Arrangements of touring teams must be made by Hockey Canada through its Branches, and the Branch only shall designate the rink and team that provide the best opposition and revenues.
12. International tours involving incoming teams from IIHF Member Federations, other than USA Hockey, must be approved by the Branch involved and sanctioned by Hockey Canada. It is understood that the Branch will first approve the international tour and then

#### **GENERAL TOUR INFORMATION D**

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- submit a proposal to Hockey Canada for official sanctioning. The incoming team must produce a written invitation from the Branch and obtain written approval from Hockey Canada before traveling to Canada.
13. In the case of international tours which involve more than one (1) Branch, both Branches must approve the international tour and its conditions and then submit a proposal to Hockey Canada for official sanctioning. Branches may work together to submit one (1) proposal.
  14. The Hockey Canada association, club or team making the application for sanctioning of an international tour is responsible for any damages, unpaid debts or other liabilities arising out of the operation of that international tour. Branches may, at their discretion, require with the application a letter of credit or other satisfactory security to a maximum of five thousand dollars (\$5,000), to be held as security toward any such damages, unpaid debts or other liabilities. The Hockey Canada association, club or team is also responsible for obtaining from the visiting team(s) documented proof of insurance satisfactory to Hockey Canada and coordinating in-country transportation, accommodations and meals. The aforementioned must be forwarded to Hockey Canada as part of the sanctioning submission.
  15. Hockey Canada sanctioning of an international tour is conditional upon the written approval of the IIHF Member Federation of which the traveling team is a member. Hockey Canada will not sanction any international tour involving a team which does not have the approval of its Federation or which is not a member of its Federation. The visiting team must also submit proof of primary medical coverage and liability insurance, which will be approved at the sole discretion of Hockey Canada. A Federation representative must also travel with the visiting team at all times and act as its official spokesperson, team leader and team contact. The other Federation must submit the name of this representative to Hockey Canada prior to the commencement of the international tour.
  16. Hockey Canada, its member Branches, hockey associations, clubs and teams will not be responsible for remitting any fees, gate receipts or other funds to visiting IIHF Member Federation teams and its organizers.

#### **OUTGOING INTERNATIONAL TOURS**

17. When a request for an outgoing international tour is not approved, the applicant shall have its fee refunded.
18. Any team granted permission for an outgoing international tour must include, at the team's expense, a member appointed by its Branch Executive Committee and approved by Hockey Canada as the international tour leader.
19. No teams below the Pee Wee Division are permitted to play games in outgoing international tours.
20. No Minor team shall be allowed more than one (1) outgoing international tour during the same season.

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## E. TEAMS, CLUBS AND AFFILIATIONS

1. Definition of "teams" for registration purposes:
  - a) a group of team officials, at least one of whom must be a coach, with all coaches meeting Branch certification and Speak Out requirements, and one of whom must be qualified in the Hockey Canada Safety Program (HTCP in Ontario). (Does not apply to Senior Recreational teams and Senior teams that do not compete in National or Regional Championship competition, at the discretion of the individual Branches).  
And either
  - b) i. a group of not less than fifteen (15) registered players, at least two (2) of whom must be goaltenders, who are qualified in one (1) Division and category under Hockey Canada regulations governing age, and other regulations up to the maximum number provided by Hockey Canada regulations for teams eligible for Regional or National Championship.  
or,  
ii. where that team does not participate in either a Regional or National Championship, a minimum number of registered players will be authorized by the Branch.  
NOTE: For the purpose of Playing Rule 16 (a), the minimum is six (6) players.
  - c) For the purpose of Regulation E, "AP" refers to those players from club teams, affiliated teams, or specially affiliated players when such player(s) are participating with a higher Division/category team.
2. It is the responsibility of the Branch to ensure that every team competing in any series conducted by this Association shall be a member of this Association.
3. A team shall become a member of this Association by taking up membership in the Branch within whose territorial jurisdiction such team is situated. The Executive Committee of the Branch may in its discretion accept or refuse the application of any team.
4. A team shall annually and when changes occur, keep the Branch in which it is registered informed of the names and addresses of:
  - a) Its President;
  - b) Its Secretary; and
  - c) The two (2) persons that the President and Secretary may designate as signing Officers for the purpose of release of a player.
5. All lists, declarations or other submissions made on behalf of a team shall be signed by the President and Secretary of the team involved or by the designated signing Officers as referred to in Regulation E.4 (c).
6. a) A team registered either Major Junior or Junior A in the preceding year shall annually

## **TEAMS, CLUBS AND AFFILIATIONS E**

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declare itself operative in the same category of the same Division as of September 1, for the current season, in order to retain title to its players. Such declaration shall be made to the Branch Executive Director and communicated by letter to the Hockey Canada President by September 15.

- b) In the case of Senior AAA and Senior AA teams, declaration shall be made to the Branch Executive Director and communicated to the Hockey Canada President no later than October 1.
7. After September 15 for Major Junior and Junior A and October 1 for Senior AAA and Senior AA teams, the Branch shall have the right to take action to free players of a team, which, in the opinion of the Branch, has no intention of operating during the current season.
8. Membership in this Association shall imply the acceptance of the Articles, By-Laws, Regulations, Policies and Playing Rules of this Association.

### **AFFILIATION**

**PURPOSE:** To provide an opportunity for higher Division or category teams to dress the maximum number of players allowable for a game in accordance with the Playing Rules.

9. Teams may use one of the following systems of affiliation:
  - a) Team-to-Team Affiliation. Applicable to all Divisions, Senior, (Male and Female) Junior, Minor and Minor Female. Please refer to Regulations E.10 -11 for further information and procedures.
  - b) Specially Affiliated players. Applicable to Senior Female, Junior, Minor and Minor Female Divisions only. Please refer to Regulations E.12-19 for further information and procedures.
  - c) Club System. Applicable to Junior, Minor and Minor Female Divisions only. Please refer to Regulations E.20-28 for further information and procedures.
  - d) A Junior team within a club system may also have an affiliated team as per Regulation E.9 (a) providing the category of the affiliated team is not represented in the original club system.

### **TEAM TO TEAM AFFILIATION**

10. a) A team may only have one affiliated team.
  - b) A Minor team may have affiliated one team only from within the team's designated geographic sub-division, as defined and approved by the Branch.
  - c) A Junior or Senior team may have as its one (1) affiliated team, a lower category team in the Junior Division situated anywhere within its Branch.
  - d) A Junior or Senior team may have as its one affiliated team, a team from a lower Division which is situated within the geographic sub-division from which the selecting team operates.

## **TEAMS, CLUBS AND AFFILIATIONS E**

- e) A Senior male team may not affiliate with a Major Junior team, University team, or College team.
11. Notwithstanding Regulation E.10 (d), a Junior B team may affiliate with the next closest Minor hockey team for which an affiliation is available, providing all the following apply:
- a) There is no registered Juvenile or Midget team in their local Minor Hockey Association and;
  - b) That the selected Minor hockey team outside their geographic subdivision is not affiliated with any other team of a higher division or category and there is no other affiliation available to that Minor hockey team in its own geographic sub-division.

### **SPECIALLY AFFILIATED PLAYERS**

12. Branches may at their discretion adopt the following affiliation system; Junior/Senior (Senior Female only) teams that are permitted to have one affiliated team under Regulation E.10 (a) may, if they wish and in lieu of one (1) affiliated team have nineteen (19) specially affiliated players of whom at least two (2) must be goaltenders, from lower Division or category teams operating in the geographic sub-division in which the selecting team operates, providing that all players and teams are properly registered with the Branch.
13. a) A Minor hockey team may affiliate nineteen (19) players from within the team's designated geographic sub-division, as defined and approved by the team's Branch.
- b) A geographic subdivision may include a city, town, municipality, rural area or zone as established from time to time by a Branch within its own jurisdiction.
- c) A player is only permitted to participate as an affiliated player with one Minor hockey team of a higher division or category during a playing season. Prior to participation as an affiliated player, the player's name must appear on the team's affiliation list filed within the Branch.
14. A Specially Affiliated Player shall not be permitted to play for the selecting team until his Hockey Canada registration has been endorsed by the Branch Executive Director as being a specially affiliated player. Such endorsement may not be given by that Branch Executive Director, before the written consent from both teams involved in the affiliation is filed with that Branch Executive Director.
15. Once a player's Hockey Canada registration has been endorsed by the Branch Executive Director as being a specially affiliated player, his name becomes part of the selecting team's list of specially affiliated players and may not be dropped from such list during the current season and replaced, unless the team with which he registered releases him on or before January 10. The Branch Executive Director may not endorse specially affiliated player's registration after January 15. On that date, the Branch Executive Director shall draw up the final list of the specially affiliated players and file said list with Hockey Canada no later than January 25 (for circumstances under which players are released see Regulation H).



## **TEAMS, CLUBS AND AFFILIATIONS E**

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16. No player is permitted to be part of more than one (1) specially affiliated players' list at any one time during the current season.
17. A player, registered with a team which has a "team to team" affiliation with a higher Division/ category team may not be selected as a specially affiliated player.
18. Once a player has been selected as a specially affiliated player, the team with which that player is registered may not enter into a "team on team" affiliation agreement with a higher Division/ category team.
19. An affiliated player must have the approval of his/her registered team.

### **CLUB SYSTEM AFFILIATION (JUNIOR/MINOR MALE/FEMALE)**

20. a) A club is defined as a local Minor Hockey Association operated and controlled by a duly elected Executive or Board of Directors, the members of which shall designate from among themselves, the persons referred to in Regulation E.4.  
b) However Branches may at their discretion adopt an internal policy as to the definition of a club and its signing Officers within the confines of a geographical sub-division.
21. a) A club may operate teams in one (1) or more of the following Divisions: Junior (excluding Major Junior), Juvenile, Midget, Bantam, Pee Wee, Atom, Novice, Initiation.  
b) A team operating within a club, shall be known as a "Club Team".
22. The movement of players within a club, shall only be to a team in a higher Division/ category.
23. All club teams shall be located in the same geographic sub-division as established by the Branch.
24. If two existing club structures amalgamate, one of the existing club structures must be disbanded, and the players of the disbanded structure shall be dealt with in accordance with G.1.
25. If a club intends to form a team of a higher division or of a higher category of the same division the following season, it must notify its Branch Executive Director, and all of its registered players by registered mail by May 1, in order to protect its right to overage players for the following season.
26. A club shall annually and when changes occur keep the Branch in which it is registered, informed of the names and addresses of (a) its President, (b) its Secretary; and (c) the two (2) persons that the President and Secretary may designate as signing Officers for the purpose of releasing a player.
27. All lists, declarations or other submissions made on behalf of a club, shall be signed by the President and Secretary of the club involved or by the designated Officers as provided by Regulation E.26.

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## **TEAMS, CLUBS AND AFFILIATIONS E**

28. The names of all club teams, from which Junior club teams may draw players, shall be filed by the Branch Executive Director with the President of Hockey Canada no later than December 30 by fax or electronic mail. Non compliance will result in the loss of club team privileges for the current season.

### **GENERAL AFFILIATION PROCEDURES**

29. Notwithstanding Regulations E.10, E.11, and E.12, Major Junior Hockey teams operating in the Western Hockey League, Ontario Hockey League and Quebec Major Junior Hockey League may affiliate players registered on Hockey Canada teams in accordance with agreements reached between the respective Leagues and respective Branches.
30. a) Teams from different Divisions and/or categories competing within the same league are not permitted to affiliate between themselves.  
b) In a Senior League which consists of teams registered Senior AAA, Senior AA and/or Senior, notwithstanding Regulation E.30 (a) a higher category team participating in that league may affiliate with a lower category team participating in that league, but such higher category team may not access a player from a lower category affiliated team while such higher category team is still in league competition.
31. All such affiliations permitted under Regulations E.9 to E.19 inclusive, shall terminate at the end of the current playing season, and may not be altered during the current playing season. If an affiliation agreement is broken during the current playing season, the higher Division or category team shall not be allowed to use any of the affiliated team's players, nor will they be permitted to have a replacement affiliated team.
32. In all affiliations permitted by preceding regulations in Regulation E, the written agreement between teams involved in any one affiliation, shall be filed no later than December 15, by the affiliated higher Division/category team with its Branch Executive Director. However, no player is permitted to play for the higher Division or category team before such written agreement is filed with the Branch Executive Director.
33. The names of all affiliated teams shall be filed by the Branch Executive Director with the President of Hockey Canada no later than December 30 by fax. (The requirement to file the names of these affiliated teams with Hockey Canada would only be applicable for those teams which are entering Hockey Canada Regional or National Championships).
34. Non-compliance with Regulations E.15 and E.33 will result in the loss of affiliation privileges for the current season.

### **NUMBER OF GAMES A PLAYER MAY PLAY IN HIGHER DIVISIONS OR CATEGORIES**

35. a) A player of a team of a lower Division or category of the same club, or of an affiliated team, or a specially affiliated player, may play for a team or teams of higher Divisions and categories at any time, but if he plays more than five (5) league and/or play-off

## **TEAMS, CLUBS AND AFFILIATIONS E**

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- games after January 10 with a team or teams in any higher Divisions or categories, he shall not be allowed to compete any further in the Division or category for which he is registered in the same season. Should a player play more than five (5) games with a team or teams in still higher Divisions and categories, than he shall accordingly disqualify himself from playing any further in lower Divisions and categories. For goaltender exceptions see Regulations B.42, E.36 (b).
- b) Exhibition and/or tournament games, which are not part of regular league games or play-off games, are excluded from the number of games referred to in Regulation E.35 (a).
36. a) No new registration is required or shall be issued for players so advancing, and such players are not numbered among such higher Division/category teams twenty five (25), or twenty-one (21), twenty (20), or nineteen (19), as applicable, registered players. (Regulation K- Imports)
- b) Appearance of a registered player's name on the official game report of a game shall be considered participation in the game except in the case of an alternate goalkeeper, in which case actual participation only shall be considered as taking part in the game, and such participation shall be specially noted on the official game report.
  - c) A non-North-American import is ineligible to advance to a team of a higher Division or category as an affiliate regardless of the number of non-North-American imports on the higher Division/category team.
  - d) A player, who is granted an appeal to register in Minor hockey in a Branch other than their home Branch or country, is ineligible to advance to a team of a higher division or category as an affiliate player.
37. Affiliated players used by a higher Division/category team in a game, shall be designated on the official game report by the use of the symbol "AP" after their name on the players line-up or roster.
38. Such players remain members of the lower Division/category team.
39. A team of a higher Division or category may not use an affiliated player prior to receiving consent of the team with which the affiliated player is registered.

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## F. PLAYERS

### RESIDENTIAL QUALIFICATIONS

1. It shall be the obligation/responsibility of all Branches under the authority of Hockey Canada, in their sole and unfettered discretion, to implement residency registration regulations for the formation of teams within their Branch.
2.
  - a) Players must play in the Branch where their parent(s)/court appointed guardian(s) reside.
  - b) Regulation F. 2 (a) does not apply to players registered in a Residential School (as defined in Regulation A) if they register with one (1) of that Residential School's hockey teams.
3. In reference to F. 1, F. 2 (a) and F. 5, residence is established by:
  - a) The parents' usual residence when parents live in the same house, or if one of the parents is deceased, the usual residence of the surviving parent.
  - b) In cases where parents do not live in the same residence, the legal residence is the usual residence of the parent having legal custody of the player;  
or,  
if both parents have legal custody, the usual residence of the parent with whom the player usually lives;  
or again,  
if the player lives equally with both parents, his place of residence shall be determined by the Branch.
  - c) When legal custody has been granted to a third person, the usual residence of that person.  
NOTE: the term "usual residence" is defined as four (4) out of seven (7) days.  
NOTE: In the application of the above, the term "legal custody" and/or "legal guardian" refers to the granting of custody as determined by a Court of Law in one of the following circumstances:
    - i) the application of the Divorce Act,
    - ii) in the case of an order enforcing or recognizing a legal separation agreement,
    - iii) loss of parental authority,
    - iv) when it is deemed the child's development is compromised,
    - v) when both (2) parents are deceased,
    - vi) married, or the equivalent of married.
4.
  - a) Hockey Canada, in its sole and unfettered discretion under powers vested in it by By-Law TWELVE may, on application made by or on behalf of any player, deem such player to be resident in a Branch other than that where his parent is resident and Hockey Canada's decision in this regard shall be final and binding.
  - b) A Branch, in its sole and unfettered discretion under powers vested in By-Law TWELVE may, on application to the Branch made by or on behalf of any player, deem such

## **PLAYERS F**

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player to be resident in a place within the Branch other than that where his parent is resident and the Branch's decision in this regard shall be final and binding.

- c) A Branch, in its sole and unfettered discretion under the powers vested in By-Law TWELVE may deem a non-Canadian Citizen to be resident in the Branch provided that the player is in strict accordance with Hockey Canada Regulations F.1, F.2 and F.3.
  - d) A Branch may make application to the Hockey Canada Board of Directors or its National Appeals Committee for a non-Canadian player to register within Hockey Canada if they are not in accordance with Regulation F.4 (c). Hockey Canada, in its sole and unfettered discretion under the powers vested in it by By-Law TWELVE may, on application made by or on behalf of any player by the Branch, deem a non-Canadian Citizen to be resident in that Branch other than where his parent is resident and Hockey Canada's decision in this regard shall be final and binding.
    - i) Such player, if granted the ability to register in said Branch under Regulation F.4 (d) would be ineligible to register with any Hockey Canada team in a Division and/or category, which could earn the right to participate in a Hockey Canada Minor hockey National or Regional Championship.
    - ii) Such player, if granted the ability to register in said Branch under Regulation F.4 (d), once registered with a hockey team in accordance with Regulation F.4 (d) (i), is ineligible to participate as an affiliate player with any team, which could earn the right to participate in a Hockey Canada Minor hockey National or Regional Championship.
    - iii) Such player, if granted the ability to register in said Branch under Regulation F.4 (d), may be further restricted by the Branch, by the power vested in By-Law TWELVE, to register or participate with any team which may qualify for their provincial championships.
    - iv) The Division or category that such player may play, if granted the ability to register in said Branch under Regulation F.4 (d) will be determined by said Branch with the exception of any Hockey Canada team in a Division and/or category which could earn the right to participate in a Hockey Canada Minor hockey National or Regional Championship.
  - e) Current Residential School agreements supersede this regulation.
5. There shall be, however, no residential qualification required for players registered with Senior and Junior teams. Branches are, however, authorized to make restrictions with regard to the residential qualifications required for players registered with Senior and Junior teams under their jurisdiction.

## **QUALIFICATIONS**

6. Every person who is an amateur in accordance with this Association's definition thereof (see Regulation A.3), is not under suspension by this Association or any of its Branches or by any other member of the International Ice Hockey Federation, and is not a member

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## PLAYERS F

of any club or team under the jurisdiction of any other member of the IIHF, shall be eligible for membership on a team in this Association.

7. The team officials of every club and team shall be responsible for representations made in respect to the eligibility of the players of the team or club.

### HOCKEY CANADA SPORTS SCHOOLS

8. To be defined as a **Hockey Canada Sports School** the hockey program must:
  - a) have a formal partnership with the local Minor/Female Hockey Association where all functions of the Sports School's athletic and educational activities co-exist within the same community as the Minor and/or Female Hockey Association;
  - b) have a formal partnership with a recognized educational institution; and
  - c) these partnerships must have the written approval of the Branch.
9. Placement of **Sports School** teams shall be at the Branch discretion; however, those Sports School teams shall not be allowed to compete in a play-off (league or Branch) that leads to a Regional or National Championship.
10. Composition of **Sports School** teams, for example restrictions on the number of international players, shall be a Branch responsibility.

### REGISTRATION

11. Every player competing in the games provided by this Association and its Branches shall be a member of a team which is a member of this Association and shall, prior to competing in any league or championship game, be registered by the Branch and duly validated by the Branch Executive Director or his designate for the current playing season.
12. A Branch or the Officers of Hockey Canada, as applicable, may take disciplinary action against:
  - a) Any team found to be in violation of any Hockey Canada registration regulation, and/or;
  - b) Any individual found guilty of having falsified or forged any document that would make that individual eligible to play hockey in any IIHF Member Federation.
13. Once registered as a member of a team, a player shall remain a member of such team until he ceases to be a member thereof as provided in Regulation H. When over-age, the player shall be considered a member of the next team of his club, provided the club has a team in a higher Division for which the player is eligible.
14. The process for registration shall be in line with Hockey Canada's Registry requirements.
15. Upon validation and approval by the Branch Executive Director, registration data will be distributed as follows:
  - a) to the Branch;

## **PLAYERS F**

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- b) to the local association/team;
  - c) to Hockey Canada's Registry.
16. The Branch Executive Director will not approve a registration until it is fully completed with all required information.
17. Registration shall be accepted only if the information is in the hands of the Branch Executive Director or forwarded by registered mail post marked no later than midnight February 10 or the first business day following if February 10 falls on a Saturday, Sunday or a statutory holiday.
18. Every player applying for the first time for registration as a Minor and Junior shall submit a birth certificate issued by a competent authority.
19. In cases where it is impossible to secure a birth certificate, the Branch Executive Director may, if he considers the supporting evidence satisfactory, accept in lieu thereof a duly certified baptismal certificate, issued before the age of ten (10) years, or the age at the date of entry in this country as certified by the form filed at the port of entry.
20. Notwithstanding Regulation F.19, players, older than ten (10) years of age, who wish to register for the first time, and do not possess a birth certificate, must, in addition to a baptismal certificate or verification of age at the date of entry into Canada, produce further supporting documentation deemed satisfactory by the Branch Executive Director.
21. Furthermore, when a player has been registered under the age of ten (10), the said certificate shall be examined by the Branch Executive Director and not endorsed unless supported by a duly certified baptismal certificate, or a letter from Canada Employment and Immigration Department showing the date of entry to Canada, or a statement of age according to school records as endorsed by the principal of the school in which the pupil first started his education and furthermore, such a certificate shall not be approved by the Hockey Canada President unless he is in possession of the evidence already mentioned in this Regulation.
22. Any player who is a registered member of a Branch, and who has been proven guilty by his Branch, or Hockey Canada of:
- a) Falsifying or forging a birth certificate;
  - b) Falsifying or forging Hockey Canada registration information;
  - c) Playing under an assumed name; or
  - d) Having had knowledge that any of the above has occurred shall be automatically suspended from playing hockey with any team for a period of up to three (3) years from the date of suspension.
23. Any team official, executive member of a team, club or association, proven guilty after a proper hearing by his Branch or Hockey Canada of having been a party to, or having had knowledge of such falsification, shall be suspended for a period of not less than three (3) years from playing or holding office with any team, club, or association affiliated with Hockey Canada.

## PLAYERS F

24. Every club team shall be responsible for the representation made to this Association regarding the age of players. In the event of a team playing an ineligible player in connection with any play-off games in Branch or Inter-Branch play-downs, the team shall be dropped from the year's competition and the opposing team shall be considered the winner of the round. In the case of a team playing any player ineligible in games preceding the above, the player shall be dropped, and at the discretion of the Branch Executive the team itself may be allowed to continue in competition. If the team is allowed to continue in competition, all games won in the current series or the most recently completed series, provided the team is between series while playing the ineligible player shall be awarded to the team or teams which competed against it; but in the case a team is not allowed to continue in competition, all games played by it shall be cancelled.
25. Every coach, manager, safety person/trainer and equipment manager of any registered team competing in the games provided by this Association and its Branches shall be a member of a team which is a member of this Association and shall, prior to competing in any league or championship game, have a Hockey Canada registration completed through the Branch duly validated by the Branch Executive Director or his/her designate for the current playing season.
26. Every player, coach, manager, trainer by acceptance of registration in this Association, acknowledges the authority of this Association and its Branches, and undertakes to abide by the Articles, By-Laws, Regulations, Policies and Playing Rules of this Association and its Branches.
27. Team officials wishing to also play must also be registered on an approved player's registration.
28. Any registered player is eligible to play in Branch or Inter-Branch play-offs, whether he has played a league game with his team or not.
29. A player may not register and play under a second registration in the same season unless properly released from the initial registration in accordance with Regulation H. Violations of this provision will result in the immediate suspension of the player. Branches, at their discretion, may dual sign Minor Female players on both Female and Minor Male teams, where applicable.
30. Players participating with a team at a CCAA, CIS, NJCAA or NCAA institute of education after January 10 of the current season shall be ineligible for participation with a Hockey Canada team during that season (does not apply to Female Hockey).
31. Branches of Hockey Canada will issue to all registered teams a player registration allotment under the following guidelines:
  - a) i) Senior Male not more than forty-five (45) registrants
  - ii) Senior Female not more than twenty-five (25) registrants
  - b) i) Junior Male not more than forty-five (45) registrants
  - ii) Junior Female not more than twenty-five (25) registrants
  - c) i) Juvenile Male not more than twenty-five (25) registrants



## PLAYERS F

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|-------|--------------------|--|
| ii)   | Juvenile Female    | not more than twenty-five (25) registrants |
| d) i) | Midget Male        | not more than twenty-five (25) registrants |
|       | ii) Midget Female  | not more than twenty-five (25) registrants |
| e) i) | Bantam Male        | not more than twenty (20) registrants      |
|       | ii) Bantam Female  | not more than twenty (20) registrants      |
| f) i) | Pee Wee Male       | not more than twenty (20) registrants      |
|       | ii) Pee Wee Female | not more than twenty (20) registrants      |
| g) i) | Atom Male          | not more than twenty (20) registrants      |
|       | ii) Atom Female    | not more than twenty (20) registrants      |
| h) i) | Novice Male        | not more than twenty (20) registrants      |
|       | ii) Novice Female  | not more than twenty (20) registrants      |
32. Goaltenders registered under this regulation shall be clearly identified as "goaltenders". Players designated as goaltenders shall not be permitted to play any other position. Any coach who allows either of the goaltenders to play in any position other than goal shall be automatically suspended until dealt with by the Branch Executive, when playing under the Branch, and by the Chair of the Board when playing in Hockey Canada playoffs. The final twenty (20) (in the case of Midget AAA teams), twenty-three (23) (in the case of Junior A and Junior B) and twenty-five (25) (in the case of Senior), registered players shall include at least two (2) goaltenders. (See Regulation F.39)
33. Regulation F.32 does not apply to the Pee Wee Division or below, however, on Female Senior hockey teams at least one (1) player shall be designated a "goaltender".
34. Notwithstanding Regulation F.31, the following teams may not register, at any one time, more than:
- Twenty-five (25) eligible players in the case of Junior Male teams and Juvenile Male teams;
  - Nineteen (19) eligible players in the case of Minor Male and Minor Female teams.
  - Twenty (20) in the case of the highest registered level of Male and Female Midget hockey in the Branch.

## REGISTRATION PROCEDURES

35. A team registering players must submit all information required for the National Registry to its Branch Executive Director for proper validation and approval.
36. Branch Executive Directors may refuse to validate and approve any registration which is not properly completed as requested in Regulation F.35.
37. Effective the beginning of the 2008-09 registration season, the specific mandatory fields of information required to be part of all real time electronic submissions made to the Hockey Canada Registry are:
- Last Name
  - First Name

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**PLAYERS F**

- Date of Birth
- Address
- Street address or PO Box
- City/Town
- Postal Code
- E-mail address (if available)
- Team Name (Club name)
- Team Division (Novice, Atom, Peewee, Bantam, Midget, Junior, Juvenile, Senior, and Adult Recreational)
- Team Category (A, AA, AAA, B, C, 1, 2, 3, etc)
- Role on team/Association (Player, Goaltender, Coach, Bench Staff, Safety, or Official)
- Official (Referee, Linesmen and certification, season of qualification and criminal record check)
- Coach (level of coach certification, season of qualification and criminal record check)
- Safety Personnel (level, expiry date and criminal record check)
- Registration date
- Name of Minor Hockey Association or Club name
- Affiliate Status
- Import status
- Tryout status
- Release status and Release Date
- Active Season (i.e. 2007/08, 2008/09)

Hockey Canada assures the Branches that any and all Registration data gathered by Hockey Canada from the Branches will be kept in a protected and secure manner. The Branches of Hockey Canada shall at all times retain ownership and control of any and all data in the Hockey Canada Registry specific to their respective Branch. There will be no commercial use of the data by Hockey Canada in any way, shape or form, unless expressly agreed to in writing by, and in partnership with, the Branch(s). (To clarify, the data will not be used directly or indirectly to market to and/or contact those registered within the Hockey Canada Registry without the express written permission of the Branch for each use.)

**SENIOR MALE AND JUNIOR MALE CUTOFF DATES**

38. On December 1, all Junior teams must reduce to not more than twenty-five (25), the total of the following:
  - a) The number of registered players on their active list; and
  - b) The number of allotted but unused registrations. If twenty-five (25) players are listed, at least two (2) must be goaltenders.
39. On January 10, all Senior teams must reduce to not more than twenty-five (25), Junior A and B teams must reduce to not more than twenty-three (23) and all other Junior teams to not more than nineteen (19) of the following:
  - a) The number of registered players on their active list; and

## **PLAYERS F**

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b) The number of allotted but unused registrations.

If all allotted registrations are used, twenty-five (25) for Senior teams, twenty-three (23) for Junior A and B teams or nineteen (19) for all other Junior teams are registered, at least two (2) must be goaltenders. Senior teams below the AAA level (at the sole discretion of the individual Branch) may register up to thirty (30) players on their active player lists. Teams that choose to register more than twenty-five (25) players on their active player list may not affiliate with a Senior AAA team.

### **FILING OF ACTIVE LISTS OF PLAYERS**

40. The December 1 and January 10 lists must be in the hands of the Branch Executive Director or forwarded by fax, or at the Branch's discretion via electronic mail, no later than midnight December 1 and/or January 10 (whichever date applies).
41. Any team failing to abide by Regulation F.40 shall be declared ineligible for further competition until the preceding outlined provisions are met and provided further that non-compliance shall result in all players being declared released from membership with the team, under the authority and guidelines of the Branch Executive.
42. A team which has nineteen (19), [twenty (20) in Midget AAA, twenty-five (25) in Senior, and twenty-three (23) in Junior A and Junior B] registered players listed with the Branch Executive Director on January 10 shall not be permitted to register any further players during the current season. A team, which has fewer registered players may, if it has allotted but unused registrations, register eligible players until the final registration date, but once a vacancy on the player roster has been filled it may not be used again.
43. Any player released under Regulations F.48 or F.50 must be signed by his new team before the final registration date, which is February 10 in any season. (See Regulations F.48 and F.50)
44. Should a player wish to re-sign with his former team, he may do so only by obtaining a new player's registration.
45. After January 10, no team shall be able to release any of its players and replace the players released by any other new players, whether such new players were free agents or players released by other teams or otherwise.
46. Players released from Hockey Canada teams after January 10 shall be ineligible to play with any other **Hockey Canada** or **USA Hockey** team for the balance of that season. (see Regulation H.7)
47. **Players released from other IIHF Member Federation teams after January 10 shall be ineligible to play with any Hockey Canada team for the balance of that season.**
48. Registered players whose names are deleted or omitted from active player's lists as of December 1 and/or January 10 (whichever date applies) under Regulations F.38 and F.39 are automatically released as of these dates and may register and play with any other team if otherwise eligible.

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## PLAYERS F

49. A player registered with a Senior AAA, Senior AA, Major Junior or Junior team who, prior to January 10 in the current season, is injured or becomes medically unfit to play for the balance of the season, may be protected on the January 10 list but would not count in the total number. It is understood that this player will not be able to compete for the balance of the season and a medical certificate, satisfactory to the Branch must be provided.
50. a) Any team which registers twenty-five (25) players by December 1 and nineteen (19) (twenty-five (25) in the case of Senior, twenty-three (23) in the case of Junior A and Junior B) players by January 10, shall lose title to all other players on its list of registration of the previous season.
- b) A team wishing to continue to hold title to players registered from the previous season must name these players on its list as of these dates, but in no case shall the total number of players be more than twenty-five (25), twenty-three (23) or nineteen (19) as the case may be, including at least two (2) goalkeepers.
- c) If in accordance with Regulation F.50 (b), a player's name appears on the December 1 and January 10 lists of a team during the current season without that player having obtained a current season registration, he becomes a free agent as of midnight, February 10 of that same season.
51. Notwithstanding the preceding provisions in Regulation E, teams shall not be permitted to dress more than nineteen (19) players except for Senior teams (Male and Female), Junior teams and the highest registered level of Midget (Male and Female) hockey teams who may dress twenty (20) players for any game or pre-game warm-up in accordance with the playing rules. The number of players must include two (2) goalkeepers.
52. A maximum of nine (9) twenty (20) year olds shall be permitted on Junior A game sheets, including affiliates, for all regular season and play-off games.

## VARIATIONS FOR THE CANADIAN DEVELOPMENT MODEL

(The following regulation does not apply to Female hockey.)

53. Notwithstanding the preceding provisions in Regulations B and F,
- a) First year eligible Midget players (fifteen (15) year olds) shall only register and compete in Minor hockey.
- b) First year eligible Midget players (fifteen (15) year olds) who believe they are 'exceptional' and should be excluded from the previous provision may appeal to play Major Junior hockey under the provisions and conditions outlined in the Hockey Canada Policy Manual.
- c) Affiliation of first year eligible Midget players (fifteen (15) year olds) to Major Junior and Junior A and B hockey teams shall be permitted with the following restrictions:
- i) A team may affiliate no more than five (5) players for up to a maximum of five (5) games during the season.
- ii) The player must sign a special affiliation form with the permission of his regular team.

## PLAYERS F

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- iii) A player shall NOT be called up, except under emergency conditions, when the player's regular team is playing or when the player has semester exams at school.
  - iv) When the player's regular team is finished its season, the player may join the Major Junior/Junior A or B team for the balance of its season.
  - v) In Junior hockey, the team would be restricted to calling up one (1) fifteen (15) year old per game.
  - vi) A player may specially affiliate to a Major Junior team and a Junior A or B team in the same season and play a maximum of five (5) games with each team if he so chooses and his regular team agrees.
  - vii) Should a Major Junior League choose not to utilize this provision, the player would NOT be eligible to affiliate to two (2) Junior A or B teams in that league or region.
  - viii) **Any special player affiliation as a result of the National Junior/Under 17/CWG Events/World Junior A Challenge will not count in the five (5) game total per team.**
- d. A second year eligible Midget player (sixteen (16) years old) registering and participating in Junior hockey shall do so under the following guidelines:
- i) Major Junior: Each team is allowed to register a maximum of four (4) players in 2008-09 and 2009-10.
  - ii) Junior A: Each team is allowed to register a maximum of two (2) players in 2008-09 and 2009-10.
  - iii) Junior B: Each team is allowed to register a maximum of two (2) players in 2008-09 and 2009-10.
  - iv) Junior C and D: Each team is allowed to register one (1) local player in 2008-09 and 2009-10. The definition of "local" shall be that contained in the Hockey Canada Policy Manual. A local player shall not affiliate to any higher category team.
- e. Affiliation between Minor to Junior and Junior to Junior:
- i) A player sixteen (16) years of age or older may be named as an affiliate player with both a Major Junior team and either a Junior A or a Junior B team in the same season.
  - ii) A player sixteen (16) years of age or older may affiliate a total of ten (10) games during the regular season and playoffs with each of his affiliated teams as rostered in (i). However, if his registered team completes its regular season and playoffs before his affiliated team or teams, he may thereafter affiliate an unlimited number of times.
  - iii) Any player affiliation as a result of the National Junior / Under 17 / CWG Events / World Junior A Challenge will not count in the ten (10) game total per team.
  - iv) Affiliation of goaltenders will be governed by Regulation E.36 (b).
- f) **The maximum number of non-North American players that can register and play Major Junior hockey shall be one (1) starting in the 2012-13 season.**
- g) **Major Junior hockey shall establish by 2012-13 the maximum number of American players by team or league that can register and play on Canadian based teams.**

## **G. PLAYERS OF DISBANDED TEAMS**

1. Players of a team disbanding on or before January 10 of a current season may be permitted to play with other teams within the Branch in such manner as may be decided by the Branch Executive, provided however, that any player of the disbanded team transferred to such team from another Branch during the current season shall be entitled to return to that Branch if he so desires, and the Branch Executive shall grant his re-transfer on request.
2. See Regulation H.8 (h) for teams that have disbanded at the conclusion of the season.

## **H. RELEASE FROM MEMBERSHIP (PLAYERS)**

1. A player desiring to transfer from one team to another within the Branch must first secure a release in writing from the club or team of which he is a member. Such release shall be filed with the Branch Executive Director along with the new registration data. In the event of a team using a player not properly registered, the Branch shall have the right to discipline the club or team as they see fit.
2. Even though a release has been obtained, the Branch Executive shall have the right, in its discretion, to refuse the transfer from a team within a Branch to another team within the same Branch.
3. Where the release of a player is required, it shall be effective only if signed by the President and Secretary or by the designated signing Officers of the team or club of which the player is a member, as provided for in Regulation E.4 or Regulation E.20 whichever applies.
4. a) All releases shall be unconditional (subject to Regulation H.2).  
b) No player shall therefore be transferred from one team to another without his consent, nor shall such transfer be made in case of a player of Junior age or under if his parents object thereto.
5. A suspended player, at the discretion of the Branch and Hockey Canada, may be authorized to be released provided it is arranged with the Branch/IIHF Member Federation that the player will serve his suspension with the new club, team, association, Branch or IIHF Member Federation.
6. A player may appeal to obtain his release from his previous season's registration under By-Law TWELVE.
7. Players released from Hockey Canada teams after January 10, shall be ineligible to

## **RELEASE FROM MEMBERSHIP (PLAYERS) H**

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play with any other **Hockey Canada** or **USA Hockey** team in the current season. (See Regulation F.46)

8. Notwithstanding Regulations H.1 to H.7 inclusive, a player shall not require a written release under the following conditions:
- a) When he has not been registered as a member of any club or team in this Association, or in any other Federation of the IIHF during the previous playing season.
  - b) When a player is of Junior hockey age or under and resides with his parent and the parent changes his place of residence and the player continues to reside with his parent. When a release under this regulation involves a Branch-to-Branch transfer, it shall be the responsibility of the registrar of the player's new Branch to ensure, by statement or otherwise, that the player is qualified under this exemption.
  - c) When the player is a member of any Branch of the permanent military forces or of the R.C.M.P. and his residence is changed.
  - d) When the player has been a full-time employee since May 1 of the previous season and is moved by his employer and continues to be employed by the same employer. Also when a player has left school at the end of the scholastic year to enter into employment for the first time thereafter, is moved by his employer and continues to be employed by the same employer.
  - e) i) When a player becomes over-age for the Division in which he last registered and there is in the community in which he resides or last registered, no team of the same club in a higher Division in which he is then qualified.  
ii) Junior players who become over-age as a result of league self-imposed age restrictions, whether part of a club or not, shall, for the purpose of interpreting this regulation be deemed free agents as of November 1 of the current season.
  - f) When a player qualifies as outlined in Regulation G.1 as a player from a disbanded team.
  - g) When a player qualifies under Regulation F.43 or Regulation F.50 (a) & (c).
  - h) When a player was a member in the previous season of a team that does not operate in the current season.
  - i) Player released under a decision of Hockey Canada or a Branch. (See By-Law TWELVE)
9. a) Any player previously registered with a Hockey Canada team (non-Major Junior), registering as a member of any Major Junior team who returns to a Hockey Canada team in the same or succeeding season (non-Major Junior), shall be deemed to be a member of the last team with which he was registered, prior to registration with the Major Junior team.
- b) Any player who was last registered with a Hockey Canada team (non Major Junior) in the previous season as of February 10, who registers with a Major Junior team for the current season, and during the current season wishes to return to a Hockey Canada team (non-Major Junior), shall be deemed to be a member of the Hockey Canada team (non-Major Junior) he was registered with as of February 10 in the previous season.

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#### RELEASE FROM MEMBERSHIP (PLAYERS) H

- c) Any player, who was last registered with a Hockey Canada team, and is then enrolled at an American Institute of Education, or enrolled as a bonafide student in regular and fulltime attendance at a recognized Canadian University, and participates as an active member with their varsity or Junior varsity hockey program, or registered with a team in the IIHF who returns to membership within Hockey Canada in the same or succeeding season, shall be deemed to be a member of the last team with which he was registered, prior to such enrollment.
  - d) The above regulations apply only in cases in which the appropriate hockey team has an open place on its Hockey Canada registration allotment.
- NOTE: There is no Regulation I in these Regulations.

### J. TAMPERING

- 1. a) Team officials of a Hockey Canada Branch team shall not encourage indirectly, or invite in a direct manner, a registered member of another Hockey Canada Branch team from the previous season in the same or higher category or from the current season in any Division or category, to be allowed to participate in training camp activities or in any games without first having secured permission in writing, in the manner set forth below from the team or club with which such player is registered. For failure to comply with the above regulation, the responsible team and/or team official shall be sanctioned in any one or combination of the following manners:
  - i) A fine up to five thousand dollars (\$5,000) to the offending team, payable to the team which files the tampering charge within thirty (30) days of notification;
  - ii) The deduction of two (2) unused player allotments for that season;
  - iii) Compensation to the club that may lose a player to the offending team through subsequent appeal through By-Law TWELVE. The level of compensation shall be determined by the Hockey Canada Board of Directors, Officers or National Appeals Committee;
  - iv) A minimum ten (10) game suspension (regular season or play-offs) to the head coach of the offending team;
  - v) A suspension for a period up to one (1) year to the responsible team officials of the offending team.
- b) The written permission referred to in Regulation J.1 (a) shall be a statement filed with the Branch in which the player's team is registered, which statement shall be signed by the President and Secretary or by the designated signing Officers of the team with which the player is registered as provided for in Regulation E.4 or Regulation E.20, whichever applies.
- c) The charge of tampering must be filed in accordance with the Hockey Canada appeal procedure as established by By-Law TWELVE. If all teams involved are from the same Branch, the charge/appeal shall be dealt with by that Branch.



## **K. TRANSFERS**

1. a) The final date for filling application forms for Inter-Branch or USA Hockey transfers is February 10.  
b) The final date for filling application forms for International transfers is January 31.  
c) The addition of USA Hockey and International transfers is recognized in Regulations K.6, K.7, K.18 and By-Law 1207.
2. For transfer of suspended players please note Regulation H. 5.
3. All players transferred, whether Inter-Branch, USA transfer or International, must be signed within two (2) weeks. No team can hold a player idle. At the Branch's, or Hockey Canada's discretion, failure to allow the player to participate within two (2) weeks shall make the player eligible to sign with any other team.
4. Players so transferred (other than non-North American players), may advance to a team of higher Division or category of the same club, or to an affiliated team or as specially affiliated players, only if the total number of active imports on such higher category team does not exceed the number provided for such team in any game unless special permission has been given by this Association for the team to have additional imports under By-Law 1214.
5. a) No Inter-Branch, USA Hockey transfer, or International transfer will be given to any player to register and play Minor hockey unless such player comes within the provisions of Regulation F.3 (b) or Regulation H.8 (b).  
b) A Minor player that continues to reside with his parents in a Hockey Canada Branch or in the USA, but wishes to play Minor hockey in another Branch, must receive approval from both the incoming Branch and the outgoing Branch they wish to transfer from. If this does not occur, the player may appeal to Hockey Canada under By-Law TWELVE (USA Hockey defined as Branch where applicable).  
c) Notwithstanding the above, a player may be granted an Inter-Branch transfer, USA or International transfer to play hockey if he comes under the provisions of Regulation H. 8 (c).
6. a) No player of Midget eligibility or under (refer to Regulation B.1) may be transferred from Branch to Branch, or from USA Hockey to Hockey Canada, or from any other IIHF Federation to play other than Major Junior hockey unless such player comes under Regulation H. 8 (b). There is an exception for those Midget players in their last year of Midget eligibility, when there is no Junior A hockey in their home Branch.

In order to address regional differences that exist within the hockey program in Canada, Branches may enter into Agreements with other Branches, which would authorize the transfer of players in their last year of Midget eligibility. Said Agreements

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shall only be in effect upon being ratified by the Hockey Canada Board of Directors. In order for Hockey Canada to provide its ratification, such Agreements shall include provisions whereby any Branch which is a party to an Agreement may terminate the Agreement at the end of each playing season.

- b) No player of second year Midget eligibility or under may be transferred from Hockey Canada to USA Hockey unless a player resides with his parent and the parent changes his place of residence to the USA and the player continues to reside with his parent.
- c) A player of Midget age transferring to a Residential School shall be declared an import if such player registers to play with a Junior team operated by that Residential School.
- d) The timelines outlined in Regulation K.6 (d) refer only to players transferring to play on teams eligible for National and Regional championships, or transferring to play within **Hockey Canada Sports Schools** (Regulation F.8), or transferring to play on teams registered with USA Hockey. All other transfers will be heard upon presentation of appropriate appeal documents.

Where a player wishes to appeal for a transfer with respect to K.6 (a) or (b) due to special circumstances, such appeals will be heard by the National Appeals Committee only three (3) times within the year. For appeals that will be heard during the first week in August, all appeal documents must be in the Hockey Canada office by July 15, for appeals that will be heard during the first week in October, all appeal documents must be in the Hockey Canada office by September 15, and for appeals that will be heard during the first week in November, all appeal documents must be in the Hockey Canada office by October 15.

- 7. A player transferred under Regulation K.6, if released by the Major Junior or lower category Junior team, may not register and play for any other team in that Branch since the Inter-Branch, USA transfer or International transfer becomes null and void as of the release date.

## INTER-BRANCH TRANSFERS

- 8. A player desiring to transfer from a team in one Branch to a team in another Branch shall first obtain a release in writing (if applicable, please review Hockey Canada Regulation H: "Release From Membership") from the team of which he/she is a member. The player shall then complete an application for a transfer upon the form provided by this Association. Application forms shall be fully completed. The player will sign his/her normal signature.
- 9. The application form, player's registration and release must be in the hands of the Branch Executive Director to which the player is transferring before the first game in which the player is to participate.
- 10. Within five (5) business days of receipt of such application, the Executive Director of the team's Branch must apply to the other Branch concerned for an Inter-Branch transfer.

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11. The Branch to which such application is being made must reply to the applicant Branch with its approval or rejection of the application, within five (5) business days of receiving such application. In case of rejection, the reasons therefore must be stated. Any rejection without reasons therefore, shall be deemed to be an approval of the transfer.
12. No reply within five (5) business days shall be regarded as an affirmative reply, and the applicant Branch shall so notify the Hockey Canada President.
13. The provisions in Regulations K.8, K.9, K.10, K.11, K.12 shall not apply from May 1 to July 31 of each year.
14. When the application for transfer has been approved and completed, a copy shall be forwarded to Hockey Canada by the Executive Director of the Branch that the player is transferring to.
15. For further clarification of the regulations regarding Inter-Branch transfers, it is noted that the players that qualify under exceptions listed in Regulation H.8 must possess an Inter-Branch transfer.
16. The Hockey Canada Branches shall proceed within the Inter-Branch transfer process (Regulations K.11-16) using the Hockey Canada Intranet system. In cases in which the Intranet system is not able to function properly Branches shall apply the above regulations by means of using a fax or electronic mail. If the problem with the system is for an extended period of time, Hockey Canada and its Branches will determine how to best serve the membership.
17. No player who requires an Inter-Branch transfer shall participate in any game until he, or his team, or the applicant Branch is in possession of his approved Inter-Branch transfer. The responsibility for enforcing this shall rest on the applicant Branch and, in the case such player has played without his approved Inter-Branch transfer as herein defined, the team playing him shall automatically be suspended, shall be dealt with by the Branch and shall lose the game or games in which said player participated.

## **INTERNATIONAL TRANSFER PROCEDURES**

18. No player of Minor hockey age shall be transferred from Hockey Canada to any other member of the International Ice Hockey Federation except as provided by Regulation H.8 (b). Players that wish to transfer without their parents must make application to Hockey Canada.
19. Any registered Hockey Canada hockey player, playing for a team registered in any other Federation of the IIHF in a regular league game, shall become ineligible to participate in any Hockey Canada competition for the remainder of the current season unless he has been properly transferred and is otherwise eligible under provisions of other Hockey Canada Regulations.
20. Any player who was previously registered with any other IIHF Member Federation, wishing

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to register with a member team of this Association, must first obtain a USA transfer or an International transfer from the last Federation in which he was registered.

21. All transfers between other registered members of the IIHF and Hockey Canada shall be governed by IIHF Transfer Regulations. The IIHF Transfer Regulations are contained in their entirety in the back of Regulation K, Appendix K-1.

**USA HOCKEY TRANSFERS**

22. All transfers between USA Hockey and Hockey Canada shall be governed by the USAH/HC/CHL Transfer and Release Agreement. The agreement is contained in its entirety at the back of Regulation K, Appendix K-2.

**TRANSFER FEES**

23. Inter-Branch fees shall be as follows:
- a) Inter-Branch Transfer [Branch retains fifty dollars (\$50)]. .one hundred dollars (\$100)
  - b) Players that qualify under Hockey Canada Regulation H.8 (b) shall not have to pay the Inter-Branch transfer fee.
  - c) Players registering on Female teams which cannot advance to Regional or National Championships are not required to pay the Inter-Branch transfer fee.
  - d) No Inter-Branch transfer fee will be charged when a player transfers back to a Branch in which he had been registered for the two (2) consecutive seasons prior to his transferring to another Branch for one (1) full season. This exemption is not applicable to players transferred to USA Hockey and who are seeking transfer back to a Hockey Canada Branch.
24. Incoming USA Hockey transfer fees shall be as follows:
- a) Incoming USA Transfer [Branch retains fifty dollars (\$50)] . . . . . one hundred fifty dollars (\$150)
  - b) A player that wishes to return to Hockey Canada for consecutive seasons does not need to pay the fee provided that a renewal transfer is filed prior to August 1.
25. International transfer fees shall be as follows:
- a) Total fee for incoming transfer may be a maximum of two thousand four hundred dollars (\$2,400). Please note that in some cases the following components of the costs may not be required:
    - i) IIHF Card (generally only for players eighteen (18) years of age or over) . . . . . eight hundred dollars (\$800)
    - ii) Hockey Canada Application Fee [Branch retains five hundred dollars (\$500)] . . . . . one thousand dollars (\$1000)
    - iii) IIHF Fax Approval Fee (only if transfer approved by fax) . . . . . one hundred dollars (\$100)
    - iv) Former Federation Transfer Fee (some Federations may not charge or charge a reduced rate) . . . . . five hundred dollars (\$500)

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- v) Hockey Canada fees and Branch fees [Regulation K.25 (a)(ii)] do not apply to girls and/or women playing Female hockey.
- b) Outgoing International Transfer Fee . . . . . five hundred dollars (\$500)  
The new Federation generally pays this fee. It is applicable for all outgoing transfers.

## IMPORTS

- 26. a) Teams will be permitted to register imports only to the extent that the total number of such active imports does not exceed, at any one time during the current season, the numbers prescribed below:
    - i) Major Senior AAA Male team - Six (6)
    - ii) A Junior Male team - Eight (8)
    - iii) A Senior Female AAA team - Six (6)
    - iv) A Junior Female team - Two (2)

In the case of Female Senior AAA teams, of the six (6) imports a maximum number of four (4) may be USA Hockey transfer players. Such USA Hockey transfer players shall retain their import status when registering with Hockey Canada for subsequent seasons. **This Regulation, in Female hockey, shall only be applicable to teams competing for a National or Regional Championship.**
  - b) Notwithstanding Regulation K.26 (a), teams under the level of Major Junior will not be permitted to register any non-North American imports. Senior and above teams are permitted to register among their imports, a maximum of one (1) non-North American player within the current season. Such players retain their import status when registering with Hockey Canada for subsequent seasons.  
Senior Female teams are permitted to register among their imports a maximum of two (2) non-North American players within the current season.  
In the case of Female hockey, two (2) imports may be from a non-North American country.
- 27. A team may not exceed, at any time, its quota of imports as provided in Regulation K.26. However, if a team has an unused player's allotment it may release an import at any time up to January 10, to register another import that has been properly transferred and is otherwise eligible. After that date an eligible import may only be signed if a team has an import vacancy, if it has an unused player allotment, and if it has not nineteen (19) (twenty-five (25) in the case of Senior, twenty-three (23) in the case of Junior A and Junior B) players on its active player's list.
- 28. a) During the current season an import if released may, if he so desires, return to the Branch from which he transferred, where he will be eligible to play during the current season without being considered an import.
  - b) However, if he plays with another team in his present Branch, he shall be considered an import.

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29. a) Major Junior players transferring back within one calendar year from date of their initial transfer approval to their previous team shall not be considered as imports for purposes of Regulation K.26 (a)(ii).
- b) Major Junior players transferring back to a Junior team in their home Branch shall not be considered as imports for purposes of Regulation K.26 (a)(ii).
- c) Non-imports transferring within the Maritime Branches (HNB, HNS and HPEI) to play in the Maritime Junior A Hockey League shall not be considered imports for the purposes of Regulation K.26 (a)(ii).
30. a) The playing rights of a player transferring to other IIHF Federations, including USA Hockey, on a limited, one season transfer, shall, if returning to Hockey Canada in the following season, remain the property of the team with which they were last registered in Hockey Canada.
- b) The playing rights of players who transfer to Hockey Canada from other IIHF Federations, or USA Hockey, on a limited, one season transfer shall, if the player returns to Hockey Canada in the following season, remain the property of the team with which they were last registered in Hockey Canada, as long as properly registered on the team's January 10 list as per F.50 (b). If the player wishes to register and play in a different Branch, an Inter-Branch transfer and release would be required.
- c) Notwithstanding the above regulations and Regulation F.50 (b), the playing rights of any player who transfers to USA Hockey, if the player is released from his USA Hockey team and returns to play in Hockey Canada, shall return to the Hockey Canada team with which he was last registered.
- d) The above regulations apply only in cases in which the appropriate hockey team has an open place on its Hockey Canada registration allotment.

## PROFESSIONAL PLAYERS

31. Players participating with a professional hockey team after January 10 of the current season shall be ineligible for participation with a Hockey Canada team during the season.

## **APPENDIX K1 - IIHF INTERNATIONAL TRANSFER REGULATIONS**

### I The International Transfer Card (ITC)

#### **1 General Information**

- 1.1 Players - men or women - who wish to move from one country to the member national association of another country to compete in a national competition under the jurisdiction of the member national association which leads to a championship are required to apply for a transfer by means of the IIHF transfer card. Players under 18 years of age may be transferred by means of a letter of approval. (Refer to Chapter 4 of these regulations for these procedures)
- 1.2 A valid international transfer card (ITC) must be properly completed and signed by the player, by the former member national association, by the new member national association and confirmed by the IIHF. All information on the transfer card must be properly completed before it can be processed and approved by the IIHF.
- 1.3 The transfer becomes valid by the date of the IIHF confirmation. From that date the player is under the jurisdiction of the new member national association. The member associations concerned will receive a copy of the ITC confirmed by the IIHF. The player may start to play for his new club only when the new member association has received the approved ITC confirmation from the IIHF office.
- 1.4 In the case of a player playing without a valid ITC, the new member national association, the new club, the player and if applicable the new league shall be subject to disciplinary procedures of the IIHF as set out in section III of these regulations.

#### **2 The Transfer Procedure**

- 2.1 The player transfer procedure must be prepared first by negotiation of the two clubs concerned. Items to negotiate include the length of the contract and the corresponding length of the transfer. Following an agreement between the two clubs to transfer the player, the new club to which a player wishes to transfer, must begin the transfer process by acquiring and completing the ITC with the details and signatures of the player and the new member national association and must immediately inform the former club and send the ITC by way of the new member national association to the former member national association for their approval.
- 2.2 The former member national association shall immediately inform the former club and forward the signed ITC to the IIHF office, or submit the reasons for refusal of the transfer with all the relevant evidence to the IIHF office, at the latest 7 days after the receipt of the ITC. The former member national association may not refuse to sign the transfer card unless the player wishing to transfer has not fulfilled his contractual obligations to his former club, has not fulfilled financial commitments to his former club such as

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## IIHF TRANSFER REGULATIONS K1

unpaid debts or has not returned the club's equipment, or other issues between the two clubs regarding the player transfer other than issues concerning compensation (for professional players please also refer to section II of these regulations). If the IIHF office does not receive any reply within the 7 day period or receives a refusal of the transfer without clear reasons, it will be regarded as an approval of the transfer.

- 2.3 If the transfer is refused by the former member national association the IIHF office will immediately inform the new member national association with a copy of the objections as submitted by the former member national association. The new member national association is responsible to inform the new club and the player about the refusal.
- 2.4 The player is entitled to appeal to the IIHF General Secretary against the refusal of his transfer. In the appeal the player must provide the reasons for his transfer with all relevant evidence and address the objections submitted by the former member national association. The IIHF office will immediately inform the former member national association about the appeal and provide a copy of the appeal to the former member national association.
- 2.5 If within seven days the IIHF office does not receive any objections against the reasons for refusal of the transfer from the player, it will be regarded as withdrawal of the transfer application.  
If within seven days the IIHF office does not receive any objections against the player's appeal from the former member national association, it will be regarded as consent with the transfer.
- 2.6 If objections are received from either the player or the former member national association, the case will be investigated and decided within seven days by the IIHF General Secretary. His decision may be appealed to the IIHF Executive Committee within seven days by the player or the former member national association.
- 2.7 Any party deemed by the IIHF office to have raised an unsubstantiated objection to a transfer may be referred to the Disciplinary Committee for possible sanction.
- 2.8 A player cannot transfer during the period when he is under suspension by the IIHF or by his member national association (when such suspension is recognised by the IIHF).

### **3 Limited and Unlimited Transfers**

- 3.1 International transfers may be marked limited or unlimited. A limited transfer restricts the player's playing rights to a specific club and for a specific duration..
- 3.2 The duration of a limited transfer shall be negotiated and agreed by the new club and the player and may be for any specified period of time. A limited transfer card must be for a period not less than for which the player has contracted to play (does not include options for unilateral prolongation. An unlimited transfer application must be accompanied with a completed 'Unlimited Transfer Card Request' included in these regulations



## **IIHF TRANSFER REGULATIONS K1**

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If no exact duration is specified on the ITC, the transfer will automatically terminate on June 30th of the current season, returning the player to his former member national association on that date.

- 3.3 If a player who has obtained a limited transfer wishes to play for another club within the new member national association, he must obtain written approval from the former member national association. A copy of such written approval must be filed with the IIHF before the player may begin to play with the new club.
- 3.4 If a player wishes to return to his former member national association before his limited transfer automatically expires, a new unlimited ITC must be processed following these regulations. For such transfers the 'Unlimited Transfer Card Request' does not need to be completed.
- 3.5 If the term of a limited transfer is to be extended, a new ITC must be processed following these regulations.
- 3.6 If a player wishes to transfer to a new member national association during the duration of his limited transfer, a new ITC will be required.
- The new ITC shall be approved by the national association in which the player is currently playing. The duration of the limited transfer cannot be changed. Written approval is required from the former national association, which originally approved the limited transfer.
- 3.7 If the ITC when received by the IIHF office is not marked limited or unlimited as to duration, it will be regarded as a limited transfer and will expire on June 30th of the current season.
- 3.8 If a new member national association has a complaint against a player who has played in that national association during his limited transfer, then the complaint must be lodged in writing with the player's former member national association and the IIHF within 15 days of the expiration of the player's limited transfer.
- 3.9 If the international transfer card is specified and signed as unlimited, the player becomes a full member of the new member national association and any future international transfers may be approved only by his new member national association.
- 3.10 A player who has obtained a limited transfer and wishes to change the transfer to an unlimited transfer during the period of the limited transfer may do so by following the procedure outlined in Article 2. As a matter of clarification, such a request shall be considered as a new International Transfer Card request.
- 3.11 The transfer deadline for Northern Hemisphere member National Associations is midnight, January 31, Zurich time of the applicable season. The transfer deadline for Southern Hemisphere member National Associations is midnight July 31, Zurich time of the applicable season. Players transferring on the transfer deadline or before must cease playing with their former member national association club once the transfer is confirmed by the IIHF.
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## IIHF TRANSFER REGULATIONS K1

### **4 Transfer of Players Under 18 Years of Age**

- 4.1 A player under 18 years of age may be permitted to transfer from one member national association to another by a letter of approval from his former member national association. This letter of approval may be marked limited or unlimited.
- 4.2 A copy of the letter of approval must be filed by the new member national association with the IIHF office and the former member national association.
- 4.3 If a player does not receive such approval from his former member national association, Article 2, Transfer Procedures, of these regulations will apply.
- 4.4 A player who was under 18 years of age and obtained an unlimited transfer from one member national association to another by letter of approval only, then upon reaching his 18th birthday the letter of approval substitutes as an unlimited ITC.
- 4.5 A player who was under 18 years of age and obtained a limited transfer from one member national association to another by letter of approval, then upon reaching his 18th birthday or any time he wishes to play junior or senior ice hockey, he must apply for an ITC from his former member national association following the procedures in these regulations.
- 4.6 Children under ten years of age, who left their country with their families, will be allowed to play ice hockey in the new country without transfer approval by the previous member national association. When the player registers with the new member national association, the new member national association shall immediately inform the former member national association with the player's personal data, the name of his previous club and the name of the new club by way of a registered letter.
- 4.7 **Player Eligibility Application Assistance:**

Player eligibility requests by national associations for players who have moved from one country into their country under the age of 18 years and who cannot be tracked through the International Transfer System may apply for eligibility to the IIHF with original documents, translated into English where necessary, and including original signatures, dates and stamps.

The player would need to have participated for a minimum of two years within the new national association without having played in any other country during this time period.

The following documents must be submitted with the application:

- An affidavit from both parents declaring residency for the period in question
- Signature and stamp on a affidavit from the new national association confirming participation by this player and specifying the exact dates of participation
- Stamped and signed residency papers from the municipality for the period in question

## **IIHF TRANSFER REGULATIONS K1**

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- School records for the period in question
- Approved game sheets for the period in question

Plus two of the following three items must be submitted with the application:

- School principal signature on original school letterhead confirming attendance in their school for the period in question
- Family Doctor's signature on original medical office letterhead confirming residency for the period in question
- Lawyer signature on original lawyer office letterhead confirming residency for the period in question

Application must be made to the IIHF General Secretary at least four weeks before the competition. At the same time, a copy of the player eligibility application must also be sent by the new member national association to the former member national association.

### **5 Transfers with Non-Member Organisations**

- 5.1 Player transfers with non-member organisations having a transfer agreement with the IIHF will be executed following the conditions specified in the agreement.
- 5.2 Any player who leaves his national association to play in a non-member organisation will be at all times regarded as belonging to his former member national association.
- 5.3 Any player of a non-member organisation, without an IIHF transfer agreement, who wishes to join an IIHF member national association (regardless of whether he is seeking to return to his former member national association) must apply for an ITC from the member national association of the country of his non-member organisation. As a matter of clarification, any player who wishes to transfer from a non-member organisation to an IIHF member national association will be subject to the IIHF Statutes & Bylaws and Regulations upon signature of the ITC Card. Thus these regulations including any sanctions will apply to the transfer of such players.

### **6 Try-Out Exhibition Games**

Written permission may be granted from a player's former member national association permitting that player to participate in exhibition games during a specified time period not to exceed 15 days from the first game that he plays. During this time period the player is under the jurisdiction of the member national association in which he is playing and is subject to the disciplinary procedure of the IIHF.

### **7 Fax Approval Procedures**

- 7.1 In order to expedite the player transfer procedure; the new member national association may request approval for a transfer by fax. A photocopy of the completely filled in and signed ITC must be faxed by the new member national association to the former member national association for approval. Should everything be in order, the former

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## IIHF TRANSFER REGULATIONS K1

member national association must then immediately sign and fax the photocopied card to the IIHF for processing. The IIHF will issue a 30-day temporary fax approval to the new national association allowing the player to play immediately. The new national association shall immediately send with their fax the original ITC to the former member national association for their signature. The former member national association must then immediately forward the original, completely signed ITC to the IIHF office for final processing and approval. This process must be completed within 30 days of the date of the fax by which the IIHF has confirmed the temporary fax approval. After 30 days the temporary fax approval will be terminated.

- 7.2 Should the original ITC not be received by the IIHF and processed within the 30 day period then the new national association may request a second and final fax approval of the transfer by the IIHF, to permit the player to continue playing. Once the second fax approval has been processed, the original ITC will be considered lost and the transfer will be confirmed as complete.

### **8 Fees**

- 8.1 The IIHF Council will establish the IIHF fee for ITC and for fax approvals. The IIHF administration costs incurred by each fax approval will be charged by the IIHF office in each individual case.
- 8.2 A transfer service fee reflects the costs connected with the execution of the transfer procedures. The former member national association shall not charge more than a CHF 500.- service fee for the complete transfer procedure.

### **9 Distribution of Documents**

- 9.1 Distribution of all documents in the IIHF transfer procedure must be executed by registered mail or fax or email. The receiving member national association must confirm the receipt of any faxed or emailed document. The IIHF can not guarantee the processing of the ITC if this procedure is not followed.
- 9.2 A faxed document must be immediately followed by the sending of the original document (article 7: Fax Transfer Procedures).

### **10 Release of a Player for National Team Games**

- 10.1 Any club that has registered a player who is eligible under IIHF By-laws to play for the national team of a member national association must, in the event that he is selected for one of its representative teams, release him to the member national association for which team he is eligible to play, irrespective of age and in accordance with the IIHF International Transfer Regulations, which in this respect includes all players whether transferred or not.
- 10.2 This provision is binding for the following matches:
- a) a total of nine national team matches per league season and for not more than four occasions.

## **IIHF TRANSFER REGULATIONS K1**

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- b) in addition, any match in world championship, continental championship, Olympic competition and qualifications to such events; maximum 18 days for a senior event and 12 days for a junior event.

The period of release shall allow for training time. The extent of this training time shall be as follows:

- a) for an international match - 48 hours.
- b) for an IIHF Championship Qualification Tournament - 72 hours
- c) for an Olympic Winter Games Qualification Tournament - 72 hours
- d) for an IIHF Championship - 7 days
- e) for an Olympic Winter Games Tournament - 7 days

The club and national association concerned may agree to extend or to reduce the period of release. In any event, a player is obliged to arrive at the match venue at least 48 hours before start of the match.

- 10.3 Any club which releases a player shall not be entitled to any financial compensation including insurance, except the compensation agreed upon in the case of an extended period of release.
- 10.4 The national association summoning a player shall bear the travel costs actually incurred by the player as a result of this summons.
- 10.5 The club with which the summoned player is registered shall be responsible for his insurance coverage against sickness and accident during the entire period of his release including insurance for injury sustained in the international matches for which he is released.
- 10.6 Any player registered with a club is obliged to respond affirmatively when called upon by the selecting national association to play for one of its representative teams.
- 10.7 A member national association wishing to summon one of its players must do so in writing at least 21 days before the date of the event for which the player is required, and shall use their best endeavours to advise clubs when players may be summoned over the course of the season.
- 10.8 A member national association which requests the assistance of the IIHF to obtain the release of a player may do so only under the following two conditions:
  - a) the member national association with which the player is registered must have been asked to intervene but without success
  - b) the case must have been submitted to the IIHF at least 14 days before the date of the match for which the player has been summoned.
- 10.9 A player who is unable to comply with a summons from the selecting national association owing to injury or sickness shall, if the association so requires, agree to

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## IIHF TRANSFER REGULATIONS K1

undergo a medical examination by a doctor of that national association's choice.

- 10.10 A player who has been summoned by his selecting national association for one of its representative teams, shall not be entitled to play for the club with which he is registered during the period for which he has been released or should have been released.
- 10.11 If a club refuses to release a player or neglects to do so despite the provisions as specified above, the following sanctions shall be applied:
- a) a fine
  - b) a caution, censure or suspension of the club concerned.
- 10.12 Any violation by a club of the restriction on playing under article 10.10. shall be subject to the following sanctions:
- a) all or part of the sanctions mentioned under article 10.11.
  - b) the member national association to which the club belongs shall declare the match or matches, in which the player took part, forfeit by the club concerned.
- 10.13 If the player is transferred again to another club, the above obligations shall remain valid for the player, his new following club and the following receiving new member national association.
- 10.14 If upon conclusion of a transfer a special agreement was approved and signed concerning the release of the player for matches of his national representative team (article 10.2.), the said agreement shall be attached by the former member national association to the international transfer card.

## II PROVISIONS ON STABILITY OF PROFESSIONAL PLAYER CONTRACTS

The provisions below will be applied by the IIHF with regards to international transfers of professional players.

A professional player shall be an ice hockey player who is paid more for his ice hockey player activity than the expenses he directly incurs through playing ice hockey. The IIHF General Secretary may, at its sole discretion decide whether a player is a professional according to this definition.

These provisions on stability of professional player contracts solely apply to professional players as defined above. The provisions of section I solely apply to the extent that they are not provided for in this chapter.

These provisions also apply to players which are transferring from a non-member organisation club to an IIHF member national association club according to section I article 5.3.

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### **1 Definition of "Player Contract"**

A player under contract is a player who has concluded a written contract with an ice hockey club (signed by the player and the club) according to which he is compensated for taking part in matches or training sessions or both. Contracts concluded between clubs and players must be of a specific duration.

### **2 Termination of Player Contracts**

- 2.1 A player contract may be terminated (a) upon expiry of the term of the contract, (b) by mutual agreement, or (c) where there is a just cause.
- 2.2 Any contract provisions for early termination are considered to be mutually agreed upon.
- 2.3 Any other termination shall be considered as a breach of contract.

### **3 Consequences of a Breach of Contract**

- 3.1 Sporting sanctions shall be imposed on players found to be in breach of contract (a) during the first three years of a contract for players aged up to and including 28 years of age, and (b) during the first two years of a contract for players aged 29 and over.

The sanction shall be an automatic four month suspension on playing in official national and international games during playing periods. These sporting sanctions shall take effect from the date as directed by the IIHF General Secretary in its communication. In the case of aggravating circumstances, the IIHF General Secretary may decide upon further disciplinary measures. The total period of suspension shall however never exceed six months playing period.

- 3.2 A one season ban on international transfers shall be imposed by the IIHF General Secretary on any club found to be inducing a breach of contract. It shall be presumed, unless established to the contrary, that any club signing a player who has breached his contract has induced that player to commit a breach. The period of ban shall commence on the day the IIHF General Secretary communicates its decision and last until the same date of the following season. In the case of aggravating circumstances, the IIHF General Secretary may decide upon further disciplinary measures.
- 3.3 These regulations do not prevent any party from seeking appropriate compensation and other remedies before a competent body (such as civil courts or arbitration panels).
- 3.4 Any person or body subject to the IIHF Statutes & Bylaws and Regulations who acts in a manner designed to induce a breach of contract between a player and a club in order to facilitate the transfer of the player shall be subject to disciplinary measures by the IIHF Disciplinary Committee.

### **4 Transfer of Players Under Contract**

- 4.1 During the period of an existing contract a player shall not be approached by an official

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of any other club, or by a person in connection with any other club, in membership with another member national association or league with the goal of inducing the player to breach his current contract and to join a new club.

- 4.2 A club wishing to contract the services of a player who is at present under contract with another club shall be obliged, before commencing any negotiations with that player, to inform his current club in writing of its interest.
- 4.3 Breach of article 4.1 or 4.2 could be referred to the IIHF Disciplinary Committee and could result in restrictions on or disqualification from IIHF activities or other sanctions.
- 4.4 The transfer of a player during the term of his contract will not be subject to any restrictive regulations, provided that an agreement is reached between all three parties concerned (the former club, the player and the new club). However the transfer procedure (as set in section I, article 2) shall be applicable.
- 4.5 A player may be transferred during the term of his contract, for a limited period of time, provided that an agreement is reached between all three parties concerned (the releasing club, the player and the receiving club). During the period of such limited transfer the player will be under the jurisdiction of the new member national association. After termination of the limited transfer the player shall continue his contractual obligations to his former club. The transfer procedure (as set in section I, article 2) shall be applicable.

### 5 Procedural Provisions

- 5.1 The IIHF General Secretary will become involved solely whenever an international transfer of a professional player is refused by the former member national association on the grounds that the player is still under contract with his former club.
- 5.2 The former member national association must together with the refusal of the transfer submit to the IIHF General Secretary any relevant evidence (which includes English translations of provisions of national laws or any other regulations which apply to the players contract) and a brief which contains all arguments. Furthermore it must provide a copy of the original player contract together with an English translation.
- 5.3 The new member national association will get the opportunity to file a response to the brief submitted by the former member national association, within 7 days after having received such brief from the IIHF General Secretary.
- 5.4 The IIHF General Secretary shall assess whether it is necessary to entitle the former member national association to submit a second brief following the new member national association's response to the first brief and subsequently give the new member national association the opportunity to file a second response. Should the IIHF General Secretary decide to provide such opportunity, each party shall respectively have 7 days in order to file its new arguments. A longer deadline may be granted by the IIHF General Secretary when special circumstances request it. New evidence shall only be



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submitted and taken into consideration where it represents new factual evidence.

- 5.5 No hearings will be conducted and thus the IIHF General Secretary will make its decision based on the written arguments and evidence provided by the parties in their briefs and responses. National laws or any regulations which apply to the players contract will only be taken into consideration if provided (in English language).
- 5.6 The IIHF General Secretary will approve the ITC, should he ascertain that the player has not committed a breach of contract.
- 5.7 Should the IIHF General Secretary ascertain that the player has committed a breach of contract, the sanctions as provided for in section II article 3 of these regulations will be applied. In such cases the player's ITC will be approved the day following his last day of suspension and the club's ban shall be lifted the day following the last day of ban.
- 5.8 Decisions of the IIHF General Secretary may be appealed to the IIHF Executive Committee within 7 days. Such decision shall remain in effect and shall not be stayed pending the outcome of the appeal.
- 5.9 Decisions of the IIHF Executive Committee may be appealed to the Court of Arbitration for Sport in Lausanne (according to IIHF Statutes & Bylaws). Such decision shall remain in effect and shall not be stayed pending the outcome of the appeal.

### **III. DISCIPLINARY PROVISIONS**

1. Breach of IIHF Bylaws and IIHF International Transfer Regulations
  - 1.1 Any breach of these regulations and/or the related provisions of the IIHF Bylaws shall be reported to the IIHF Disciplinary Committee for disciplinary action.
  - 1.2 Notwithstanding any contrary provisions of the IIHF Disciplinary Regulations, the IIHF Disciplinary Committee shall be entitled to commence a proceeding and pronounce sanctions against any party which is under the jurisdiction of the IIHF and has committed a breach of these regulations (such as member national federations, leagues, clubs, players, etc.)
  - 1.3 The disciplinary measures which can be applied by the IIHF Disciplinary Committee include, but are not limited to:
    - Caution
    - Censure
    - Fine
    - Suspension for international and/or national games/competitions
  - 1.4 When a player plays without a valid transfer card the following shall apply:
    - The IIHF General Secretary shall sanction the new Member National Association of the player with a fine of CHF 5000.- and request the Member National Association

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## IIHF TRANSFER REGULATIONS K1

to advise the club that the player has to stop playing until provided with an ITC.

- Should the player continue to play without an ITC, the matter will be submitted to the IIHF Disciplinary Committee. The following sanctions shall be applied by the IIHF Disciplinary Committee:
  - Member National Association: Fine of minimum CHF 5'000.- and up to CHF 150'000.- (maximum) per game the player played without ITC since the IIHF General Secretary's intervention.
  - Club: Ban on international transfers (during international transfer period) of minimum 3 months and up to 24 months (maximum).
  - Player: Suspension from IIHF Competitions for minimum 1 year and up to 3 years (maximum).

In exceptional circumstances the IIHF Disciplinary Committee may abstain from putting forward any sanctions against either party.

### 2. Breach of Contracts

Any breach of contract shall be dealt with as outlined in chapter II of these regulations.

### 3. Enforcement

Any sanctions against players or clubs which cannot be enforced due to the fact that a player or club has joined a non-member club shall be enforced at the time when the player or club wishes to return to an IIHF member national association.

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**STANDARD RELEASE CONTRACT**

Concluded between:

The \_\_\_\_\_ (former Member National Association)

The \_\_\_\_\_ (new club)

The \_\_\_\_\_ (player, hereinafter referred to as "the player")

In connection with the transfer granted to the player by the \_\_\_\_\_ (former Member National Association) the following is taken as agreed and will be a constituent part of the IIHF International Transfer Card (ITC):

1. The \_\_\_\_\_ (new club) hereby undertakes to place the player at the disposal of \_\_\_\_\_ (former Member National Association) without compensation for matches of its following national representative team: \_\_\_\_\_
  - a) A total of \_\_\_\_\_ national team matches per league season
  - b) IIHF World Senior Championships - \_\_\_\_\_ days,
  - c) IIHF World or Continental Junior Championships - \_\_\_\_\_ days
  - d) Olympic Winter Games Tournaments - \_\_\_\_\_ days.
  - e) IIHF Championship Qualifications or Olympic Qualifications - \_\_\_\_\_ daysThe preparatory period for international matches is \_\_\_\_\_ hours and for IIHF Championships it is \_\_\_\_\_ days.
2. The player shall undertake to comply with every invitation, which he receives to represent his national team, which is covered by this release contract, and the \_\_\_\_\_ (new club) shall in return guarantee this release.
3. If the player is unable to comply with the invitation from the \_\_\_\_\_ (former Member National Association) on account of injury or illness, he shall, at the request of this \_\_\_\_\_ (former Member National Association), be obliged to undergo a medical examination. The \_\_\_\_\_ (former Member National Association) shall select the medical examiner.
4. If the release is refused by \_\_\_\_\_ (new club), the \_\_\_\_\_ (former Member National Association) may lodge a complaint against the guilty club with the IIHF Disciplinary Committee.  
The \_\_\_\_\_ (former Member National Association)

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has the same right of complaint against the player who refuses to comply with its invitation.

5. In any event the player shall not be entitled to play for his club during the period of his release and referred to under points 3 and 4 above.
6. The club shall undertake to transfer the player to another club only on condition that the latter assumes the obligation laid down in the release contract and likewise undertakes for its part to ensure that said obligations are assumed in the event of a further transfer.

The following receiving National Association and club shall agree to the conditions of this release contract by signing it. At the same time it shall be obliged to carry out every measure within its power to ensure that the terms of this contract are implemented in full against any guilty party.

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(Former Member National Association Signature & Date)

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(New Member National Association Signature & Date)

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(Player Signature & Date)

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(New Club Signature & Date)

Note: The above release contract is based on the article 10.2 of the IIHF International Transfer Regulations and may serve as a sample if there are agreed conditions for the release of a player, which differ from the said article.



**Unlimited Transfer Card Request**

This note explains the player's rights and responsibilities when planning to transfer from one country to the national association of another country. It should be read carefully and must be signed by the player before the International Transfer Card (ITC) can be processed and must be submitted to the IIHF together with the ITC.

The choices the player has to make:

1. The player has the option to choose the basis on which he is transferred – limited or unlimited and must complete the ITC accordingly, failing which he will be deemed to have elected to be transferred on a limited basis.
  - 1.1 A limited transfer means that the player transfers temporarily to a specific club under the jurisdiction of the "new" National Association but automatically returns to the former club under the jurisdiction of the former Member National Association when the transfer expires. During the period of the temporary transfer he may still call upon his former Member National Association for support. A limited transfer cannot be limited to less than the period of the player's firm contract with his new club.
  - 1.2 An unlimited transfer means that the player transfers permanently to the jurisdiction of the "new" National Association and ceases to have any connection with, or the option to ask for support from the former Member National Association. If the player wishes to play in the territory of any other National Association including returning to his former Member National Association he will require a new ITC and be responsible for all associated service charges.
2. There are financial implications depending on the choice the player makes – to transfer on a limited or unlimited basis.
  - 2.1 Before signing the ITC the IIHF requires both involved clubs and respective National Associations to carry out certain research designed to protect both the player and the clubs involved. National Associations may charge for this service up to a maximum of 500 Swiss francs. The IIHF will make available ITC's at a cost of 300 Swiss francs per card and make an additional charge of 100 Swiss francs if part of the process has been carried out by fax. The player is responsible for paying these service charges.
  - 2.2 A player who elects to transfer on a limited basis will revert to the jurisdiction of his former Member National Association once the limited period has expired without incurring any service charges at that time.
  - 2.3 A player who elects to transfer on an unlimited basis but then later wishes to revert to the jurisdiction of his former or another Member National Association will have to initiate the transfer procedure as described in 2.1 above and will be responsible for the associated service charges.
3. Other considerations - Before electing to transfer on a limited or unlimited basis you should consider the following:

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- It is usual practice for the club to which the player is going to play to pay, or for the player to negotiate his contract on the basis that the club will pay all the service charges. The player should make sure of the position before signing his contract otherwise he will be responsible for the service charges.
- The player may feel more at ease by preserving the link with the former Member National Association. If so, and, if having transferred to a "new" National Association on a limited basis and even in the knowledge that he will be renewing his contract with the same club or staying in the same country, he may elect to transfer for consecutive seasons on limited transfers.
- The player should contact his former Member National Association in order to discuss the consequences that an unlimited transfer may have.

I warrant that I have read understood the choices open to me and that I have had the opportunity to take independent advice in connection therewith, and, I hereby confirm that I wish to transfer from the National Association of \_\_\_\_\_ to the National Association of \_\_\_\_\_ on an unlimited International Transfer Card.

Name in full (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Place and Date \_\_\_\_\_

Witnessed by (Name, Date and Signature): \_\_\_\_\_

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**APPENDIX K2 - USAH/HC/CHL  
TRANSFER & RELEASE AGREEMENT**

**THIS AGREEMENT** made and entered into this 26th day of February, 2008 by and between:

USA Hockey, Inc., a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in the United States of America, with its principal place of business located at 1775 Bob Johnson Drive, in the City of Colorado Springs, Colorado, 80906-4090 (hereinafter to be referred to as "USAH");

Hockey Canada, a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in Canada, with its principal place of business located at 2424 University Drive NW, Calgary, Alberta, Canada T2N 3Y9 (hereinafter to be referred to as "HC"); and

Canadian Hockey League, a League of major junior Teams/Players, divided into three (3) separate divisions, with its principal place of business located at 305 Milner Ave., Suite 201, Scarborough, Ontario, M1B 3V4, Canada, (hereinafter to be referred to as the "CHL"),

for and in consideration of the mutual covenants and agreements herein contained, the parties hereby mutually covenant and agree as follows.

WHEREAS, USAH and HC are two Member Federations of the International Ice Hockey Federation (I.I.H.F.) that share a common border in North America, each with Member Teams/Leagues on either side of that common border;

WHEREAS, the CHL is recognized in both Federations as a Major Junior League, operating in three Divisions and including Teams on either side of the common border;

WHEREAS, players are constantly moving across the common border within and between Federations, Leagues and Teams, which movement all parties acknowledge should be reported, recorded, and approved by the respective Federations, all as is required by the Rules and Regulations of the I.I.H.F.

WHEREAS, the best interests of the athletes, teams, leagues, and the parties to this Agreement are best served by the adoption of the process whereby this movement can be facilitated, while respecting both the rights of and the responsibilities to the participating athletes, as well as the teams, leagues and Federations involved; and

WHEREAS, the parties hereto have reached agreement on the process for the movement of participating players and now wish to reduce that agreement to written form.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties, hereto, hereby mutually covenant and agree as follows:



**ARTICLE I – APPLICABILITY**

Unless otherwise provided for in this Agreement, the provisions contained herein shall apply to and govern the movement of any and all eligible, players between the teams/leagues who are members of and/or sanctioned by any party to this Agreement. The principle responsibility for the enforcement and administration of the terms and provisions of this Agreement shall rest upon the Federations involved, through the process provided herein.

**ARTICLE II– PLAYER ELIGIBILITY**

**A. General Statement Of Principle**

The eligibility and qualifications of the player must first be determined before the authorized movement of any eligible player(s) can occur by and between teams/leagues who are members of or sanctioned by the Federations who are signatory to this Agreement. The movement of eligible players shall require and be based upon a properly completed, duly executed, release from the Player's Outgoing Team; a properly completed Transfer from the Outgoing Federation; and payment of sums due for the Release and/or Transfer or the completion of satisfactory arrangements therefore, unless otherwise provided herein. Persons who do not qualify as "eligible players", as defined herein, do not require a release payment to or a release from any outgoing team but still require a transfer from the Outgoing Federation, which transfer shall not be unreasonably withheld.

**B. Ineligible Players**

The following players shall be considered ineligible for transfer to another Federation under this Agreement and shall not be eligible to participate in any try-out, practice, regular season game competition, or Team function, until the Transfer shall have been issued by the Outgoing Federation, or agreed arrangements are in process therefore.

**1. Players under Disciplinary Suspension For Actions During a Game**

Any player who is under a disciplinary suspension for a game or League violation, imposed prior to and unrelated to that player's departure from their Outgoing Team/League/Federation, can sign a Try-Out Notice but can not complete the transfer process until the Incoming Team/League/Federation shall require the suspension to be served in its entirety per the terms established by the outgoing Team/League/Federation. Provided, however, that the enforcement shall be dependant upon the player being afforded a right of appeal by his Team/League/Association/Federation, and all appeal processes in place shall have been exhausted, or the player has failed to file an appropriate appeal contesting the suspension on a timely basis,

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## USAH/HC/CHL TRANSFER AND RELEASE AGREEMENT K2

within the time limits as prescribed by the appropriate Team/League/Association/Federation. The foregoing shall, in addition, be subject to the terms and provision of Article VI – Dispute Resolution Process, of this Agreement.

### **2.Players Under Suspension – Other than For Actions During a Game**

Any player who has been disciplined by his team for an act or an omission that is not a result of actions on the ice, and placed under suspension, shall be entitled to be treated in accordance with the existing Rules of Appeal, as adopted by the player's Outgoing Team, League, Association, and/or Federation. The player shall be notified of the suspension in writing by his Team, which notice shall identify the reason for his suspension, and shall advise the player of the appeal process that is available to him to dispute the suspension. Any appeal process shall, at the minimum, entitle the player to a hearing notice of the hearing date, place and time; advise the player that he has the right to be represented by Counsel; give the player an opportunity to make a full presentation to the appeal body; the provision of an impartial hearing panel or third party to whom the appeal is to be presented, and that the player has the right to cross-examine any witnesses called by the charging party.

It is possible that the player may have an appeal to his Team, to the League in which he plays, and/or to his National Federation, and the player will have to exhaust all appeals available to him prior to applying for a transfer to the Incoming Federation. Such appeals shall be conducted within the procedure and timelines as adopted and provided in the Constitutions/By-Laws/Regulations of the Outgoing Team's League, Branch, Association, Affiliate, District and/or Federation. Any adjournment or continuance of any hearing, or the date thereof, at any level shall require the player's written consent.

Prior to the Incoming Federation accepting the transfer, it shall satisfy itself that all appeals have been exhausted on a timely basis in the Outgoing Federation, and that the appeals have been conducted in accordance with the provisions required as contained herein.

The Incoming Federation shall obtain information from the player, the former team, the former League, and determine whether the player should be declared eligible to participate, and when. Prior to the player participating in any regular season competition, the Incoming Federation shall first obtain the concurrence of the Outgoing Federation regarding the date on which the player shall be allowed to participate in regular season competition.

In the event that the Outgoing Federation fails to provide its consent, then the matter shall be referred to the Dispute Resolution Process (see Article VI) and the decision reached by use of the process provided herein shall be final and binding.

### **3. Players with Delinquent Economic Responsibilities**

No player shall be transferred by any team or Federation to the other who has not made satisfactory arrangements/payment for any and all delinquent obligations owed by that player to their former Outgoing team/League before they leave that Team/League and Federation.

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### **4. Players With Medical Disabilities**

Any player with a medical disability, which in the opinion of his treating physician shall extend beyond the current season, shall be ineligible for transfer between teams and Federations. Any player or interested incoming team may challenge the treating physician's opinion by securing, at their own expense, an independent, medical evaluation of the player's medical disability by a qualified medical physician skilled in the field of medical care required by the disability (e.g. orthopedic surgeon for broken bones, neurologists/neuro surgeon for head concussions, etc.). Should the independent medical examiner's report dispute the findings and opinion of the treating physician and authorize the disabled player to return to competition before the end of the current regular season, the player shall be free to move to the incoming team and return to competition upon payment to the Outgoing Team of the applicable amount set forth in the schedule for pre-season movement. Should the Outgoing Team dispute the findings of the Player's Medical Evaluation, the player shall submit to further medical examination by a qualified medical physician (as defined above) as may be agreed by and between the parties. If the parties shall fail to agree, then the Chief Medical Officers of each Federation shall jointly select a qualified, reasonably convenient, and available Medical Physician to perform the Independent Medical Examination of the player. Once the Independent Medical Examiner is selected, each party shall immediately forward a copy of their examining physician's report, including copies of x-rays, and all test reports upon which their examiner relied. The medical exam of the player shall then be scheduled as soon as possible, at the Appealing Team's expense. A copy of the Independent Medical Examiner's Written Report shall be forwarded contemporaneously to both the Appealing Team and the Player or his designated representative. If the Independent Medical Examiner confirms the player's medical condition as reported by the player's Medical Examiner, the player movement shall be confirmed. Should the Independent Examiner confirm the Outgoing Team's Examiner report, then the player shall be immediately ineligible to continue competition for the Incoming Team and the player shall be returned to the Outgoing Team's Medical Suspension List. The Outgoing Team shall refund the payment made by the Incoming Team, less any expense incurred by the Outgoing Team to secure the Independent Medical Evaluation. Any disputes arising during this process shall be referred to the Appeals Committee, pursuant to the process set forth in Article VI of this Agreement.

### **5. Dual Citizens**

Players claiming dual citizenship must, at their first registration or affiliation in junior hockey, determine under which citizenship the player chooses to play.

In order to take advantage of this dual citizenship option, a player must file his dual citizenship claim with the player's incoming Federation and both Federations, USAH and HC must acknowledge the player's dual citizenship status prior to the player participating in a junior hockey game as a player or an affiliate. In addition, once the dual citizenship status has been determined, this shall govern and control the player's rights/responsibilities under the USAH/HC/CHL Transfer and Release Agreement, where it would be necessary to file forms based

## **USAH/HC/CHL TRANSFER AND RELEASE AGREEMENT K2**

upon the Agreement, complete all requirements necessary prior to be eligible to compete for his Incoming Federation's team.

Proof of a claim for citizenship would be made by attaching a copy of the player's passport page showing photo and passport number, or a certified copy of the player's certificate of birth abroad. A copy of all citizenship claims filed with the player's incoming Federation, shall be forwarded by the incoming Federation to the outgoing Federation. In the event of any dispute regarding the player's claim of citizenship, the issue shall be resolved pursuant to and by the use of the procedure set forth in this Agreement in Article VI – Dispute Resolution Process.

It is agreed that the purpose of the within provision does not allow a player or team to avoid the requirements of the Release/Transfer provision of the within Agreement, but it will permit the Federation for which he is registered to determine whether the player meets the definition of an import as determined by the Federation.

It is agreed that once a player with dual citizenship has declared which citizenship the player will participate under, the player is not eligible at a later date to revoke, amend, or change his declaration of citizenship. Further, if the player transfers from the Federation where he was registered at the time of the filing of his citizenship declaration as permitted by the terms of the within Agreement, the player will be classified as an import to the extent the term import as determined to be in effect by the signatories to this Agreement as at April 1, 2007, notwithstanding any regulations which may be currently in effect in the Incoming Federation.

### **C. Players Who Are Involuntarily Moved**

#### **1. All Teams/Players Other Than CHL Teams/Players**

Any properly released and transferred player who is subsequently and involuntarily traded to another team within the Incoming Federation, must comply with the trade and then complete the Trade Consent Form accepting the trade, or refuse the trade, and complete the Trade Refusal Form. The Consent/Refusal Forms shall be filed with the Incoming Federation, with a copy also forwarded to the Outgoing Federation, within ten (10) days after the trade/movement is finalized or if not filed, the player will be deemed to have refused the trade/movement. By refusing the trade, the release and transfer of the player is revoked and the player may return to compete in his Outgoing Federation. Copies of the completed Trade Consent/Refusal Form(s) shall be forwarded by facsimile (fax) transmission or such other electronic means as may be agreed between the Federations.

Within five (5) days from the filing of the Trade Consent/Refusal Form(s), the player who refuses the trade must return to the Outgoing registered team on whose roster he last appeared, if he has remaining eligibility at that age level. If the player no longer has age eligibility to play for that team, or if the player's previous team fails to make arrangements to re-roster the player within the five (5) day period set forth above, the player shall then become a free agent. The player movement provided for herein shall be subject, however, to the restrictions set forth in Article II, paragraph A, above.

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### **2. CHL Team(s)/Player(s)**

It is agreed that CHL Teams are considered and treated by third parties as being professional. Therefore, the signing of a contract with a CHL Team is the equivalent of signing a professional contract. Further, that by signing a contract with a CHL Team, the player agrees to be bound by the terms of that contract, including the method of terminating the contract, which must be in accord with the terms contained in the contract itself.

Provided however, that a player who signs a CHL Team contract which contains a provision that he may be traded to another CHL Team, must acknowledge his acceptance of that provision, by either signing or initialing adjacent to the trade provision portion of the CHL Contract, in order to be bound by any trade. If the player contract is executed in accordance with the terms set forth above, the player shall be bound thereby and he shall forfeit the opportunity to exercise rights contained in this Agreement. Absent an acknowledged trade provision, the player shall be free to exercise his rights as provided in Article II, Paragraph B (1), above, and further in this Agreement.

Provided further, that the CHL agrees to modify its standard form Player Contract to include a statement to the effect that the signing of this contract and competing for this team may have an effect on the eligibility of a player for competition in an NCAA sanctioned program. The player must acknowledge this provision by initialing or signing his name next to it. Absent the player's acknowledgement, the player is free to exercise his rights as provided in Article II, Paragraph B (1), above, and further in this Agreement.

In summary, provided that the CHL Player Contract has been executed in accordance with the terms set forth above in this sub-paragraph, then the player shall be bound by the terms of the CHL Player Contract and shall not be able to exercise any rights as contained herein, including, but without limiting the generality of the forgoing, Article III-Transfers Timelines and Article VI-Dispute Resolution.

### **D. Payment of Fees**

In addition to Article II, Paragraph A, above, no player shall be eligible for competition under the jurisdiction of the three parties to this Agreement, unless, and until all required fees, both transfer and release, have been paid or satisfactory arrangements made therefore, as provided herein.

### **E. 16 year old player or younger, transferring from USAH to the CHL or participating as an affiliate player in the CHL**

In the event that a player wishes to transfer to the CHL from USAH, or participate as an affiliate player, that player shall be required to complete the USA Hockey Parental Consent form, along with the standard transfer form and standard player release or player affiliation consent form. The consent form must be received ten (10) days prior to approving the USAH/HC transfer form or participating as an affiliate player.

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Upon completion of the parental consent form, the completed form shall be forwarded to USAH, which shall review and forward a copy of the signed form to HC.

Upon receipt of the signed form, HC shall provide a copy of same to CHL for distribution to the Incoming Team.

Prior to a player being eligible to compete for the Incoming Team, the player must be eligible for competition by all the terms of the within Agreement. The execution of the consent form alone does not provide any authority for the player to participate.

In the event that the player is unable to complete the consent form, that player is not eligible to utilize the provisions of Article VI – Dispute Resolution. In the event that a consent form is signed, then the player shall be entitled to use the provisions of Article VI as provided in the within Agreement.

#### **ARTICLE III –TIMELINES**

All new eligible player transfers must be executed between June 1 and February 10 in each playing season. However, no new transfers will be permitted between December 23 and January 2 during each playing season, in order to ensure that players are not required to relocate during the holiday season.

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### **A. Try-Out Period – The End of Previous Regular Season Through the Commencement of the Next Regular Season**

#### **1. Time for Contact With Players**

##### **a. Recruitment**

From and after February 10, of the current playing season, team rosters are frozen until the end of the player's current regular league season, and Teams are not permitted to commence the process of contacting any outgoing players until that time. If a player's team has been eliminated from further play during the current season by the team's elimination from or non-qualification for the play-offs, any communication with such a player shall not be considered tampering. Unauthorised contact between a team and any outgoing player in which the team is interested prior to the end of the player's current regular season shall be considered tampering.

Member teams may file a dispute with their domestic federation in the event there is an issue of tampering. The member team shall be eligible to utilize the provisions of Article VI – Dispute Resolution Process.

##### **b. Try-out Evaluations**

After completion of the player's current season, or April 1, whichever shall last occur, a "try-out" period is designed to initiate the transfer process between teams in both Federations. An Incoming Team may avoid tampering charges/consequences, in either Federation, by completing and filing a Try-Out Notice prior to allowing the incoming player to try-out for a domestic team.

The procedure and significance of the Try-out Notice is as follows:

##### **i. Tryout Notice**

The Try-Out Notice is a form prepared and approved by both Federations, which shall be filed at the appropriate time when an incoming player desires to compete for a roster spot on an incoming Junior Hockey Team. The Try-Out Notice must be signed by the incoming player, an Official of the Incoming Team, and forwarded to the Incoming Federation, who is responsible for insuring that the form is correctly completed. A Try-Out Notice shall be filed for each team whose camp a player attends. Copies of all Try-Out Notices filed on behalf of an incoming player shall be forwarded to all teams that have filed a Try-Out Notice for that player, as well as the outgoing team on whose current roster the player appears.

Once correctly completed, the incoming Federation shall file the Try-Out Notice with the outgoing Federation and the incoming player shall then be permitted to

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participate, on a Try-Out basis, with the incoming Team. It shall be the responsibility of the outgoing Federation to make sure that a copy of the Try-Out Notice is also sent to the outgoing Team on whose roster the player currently appears in his outgoing Federation. The appropriate place to file the Try-Out Notice is with the Director, Regulations and Legal Affairs, of HC and the Junior Registrar of USAH, who shall forward a copy to the International Department of USAH. The Try-Out Notice expires at midnight preceding the day of the incoming team's first regularly scheduled league game of the current season, as that schedule has been forwarded to and placed on file with the Team's National Federation, and no player can be placed on a Try-Out Notice after that date by any incoming team.

Release/Transfer Fees are not required to be paid until such time as the incoming/ Try-Out Team proceeds with a full Transfer Application.

Release Fees, which are to be paid or agreed during the Try-out period, shall be calculated subject to the provisions of in Article IV – Compensation – Release and Transfer Fees.

### ii. Mandatory Filings

The filing of a Try-Out Notice shall be mandatory from end of regular season (including play-offs, if any), up to and including midnight preceding the incoming team's first regularly scheduled League game of the current playing season, and may not be used/filed thereafter by the incoming team. After an incoming team is in its Active Roster Period, meaning any time after midnight preceding the date of the team's first regularly scheduled League game, the incoming team shall be prohibited from filing a Try-Out Notice for any player who would need to transfer Federations. The only method for any team, incoming or outgoing, who is in its Active Roster period to obtain a player for its Active Roster would be to obtain a consensual negotiated release from the player's current team.

### iii. Eligibility

Any player for whom a Try-Out Notice has been properly filed shall be eligible to be placed on a Team's Active Roster and be immediately eligible to compete if the placement on the Active Roster occurs on or before the incoming team's first regularly scheduled League game of the current playing season and the release payment, or satisfactory arrangements for payment, is made before the player enters competition for the Team in the incoming Federation.

During the Try-Out Period, the release payment may be as agreed between the outgoing and incoming Teams, in which case a Release must be executed by the Outgoing Team upon receipt of the payment. If payment is not agreed between the teams, the incoming team may secure the release of an incoming player paying the



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maximum amount as provided in Article IV – Compensation – Release and Transfer Fees.

### **iv. Try-Out Notice Expiration**

The Try-Out Notice shall expire at midnight preceding the day of the incoming team's first regularly scheduled League game of the current playing season. Any player who is not moved to the Active Roster on or before that time and date, shall not be entitled to immediate eligibility for competition pursuant to the procedures set forth above. Rather, as noted above, that player will have to await agreement on the Team Release; payment of the amount due, and/or satisfactory arrangements for the Release Payment; the commencement of the processing for the necessary Federation Transfers; and payment of the fees due to commence that process; before the player shall be eligible to compete.

For reasons set forth herein, again, it is most advisable to file a Try-Out Notice for every incoming player who competes for a position on an Incoming Team in order to secure, for that player and his incoming Team, immediate eligibility for competition when adding the player to the Active Roster prior to the incoming team's first regularly scheduled League game of the current playing season.

### **B. Active Roster Period – From the Team's First Regularly Scheduled season Game through January 10/January 15**

A certified Active Roster and Game Schedule must be submitted by each Member Junior Team to its Federation on or before the 1st regularly scheduled season game of the current playing season. This submission shall be on a standard form designed to clearly indicate the number of incoming imports from any Federation who is a party to this Agreement and the date, time, and location of all games in which the team intends to compete during the current league season.

Players who appear on an Active Roster after midnight preceding the date of the first regularly scheduled game of the current playing season and have participated in current season competition shall only be permitted to transfer with the consent and agreement of that player's team. The payment schedule as set forth in Article IV shall not be applicable to any consensual movement. In the event that teams fail to reach an agreement on a release fee, then the player shall not be permitted to transfer, and shall be denied access to Article VI-Dispute Resolution Process and the process/provisions contained therein.

During the Active Roster Period, Release fees, as agreed between the teams, must be paid in full, or satisfactory arrangements made therefore, before the player shall be eligible to practice or compete for the incoming Team during the current playing season (including play-offs). Failure to remit payment in full, or as agreed, for the player's release renders

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the involved player immediately ineligible to participate as an active roster player for the delinquent incoming team.

Upon receipt of the applicable release fees, the playing rights of the involved player shall remain with the new incoming team/Federation for the player's remaining eligibility and, as such, any movement to a team within the incoming Federation shall be regulated solely by that Federation. If at any time the player is involuntarily moved to another Team within the incoming Federation, he shall fall under the forfeiture provisions of this Agreement (See Article II, Paragraph (B) above) and should he refuse to consent to the trade, he shall be authorized to return to the last registered team on which he was rostered in his outgoing Federation, at his option.

Each Federation shall be entitled to make Regulations concerning which team the player would return to in the event that involuntary movement provisions of Article II above applies.

### **C. Frozen Roster – January 10/January 15 to End of Season**

#### **1. Movement Between Junior Teams Prohibited**

No movement of Junior players between registered Junior Teams shall be allowed within either or between either Federation from and after midnight on the 10th day of January (HC) or 15th day of January (USAH) of the current playing season. Players' dropped/released, as of January 10 (HC) or January 15 (USAH) of the current playing season, may be rostered on another Junior Team up to and including February 10 of the current playing season.

#### **2. Frozen Roster Date – February 10th**

All rosters shall be frozen at midnight on the 10th day of February, of the current season in both Federations and there shall be no changes allowed thereafter for the remainder of the season.

### **D. Payments/Deposits**

#### **1. Release Fees/Deposits**

All payments of release fees shall be paid directly by the incoming team to the player's outgoing team, as directed in Article IV, except for CHL Teams. Release payments to CHL teams should be paid to the CHL Office concerned which will in turn send the payment to the team.

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### **2. Transfer Fees**

#### **a. Initial Transfer**

All transfer fees due each Federation for an initial Transfer of a player to a Member Team in another Federation shall be paid directly to the outgoing Federation, for division, by it, between the Federations involved.

#### **b. Renewal Transfer**

There shall be no fee due for a renewal transfer in a player's second and subsequent years either to the outgoing or incoming Federation(s) if the player continues to be rostered on the incoming team on whose roster he appeared at the conclusion of the previous season and the Renewal Transfer is applied for on or before the first day of August prior to the regular league season for which it is applicable. There will be no extensions to file a renewal transfer with no fee beyond the first day of August. Should a renewal transfer be filed after the first day of August the applicable transfer fee will be applied.

### **E. Transfer Expiration**

All player transfers shall expire at the end of the current playing season. Transfers may be renewed, however, in subsequent years without payment of additional transfer fees or release payments (See Article III- Transfer Timelines. Paragraph D - Payments/Deposits). Upon condition that the Renewal Transfer shall be filed with the Incoming Federation on or before the first day of August prior to the regular league season for which it is applicable.

## **ARTICLE IV- COMPENSATION - RELEASE AND TRANSFER FEES**

Payments due to complete the Transfer/Release of players between the Federations are hereinafter set forth or provided for herein:

### **A. Transfers**

#### **1. Procedure**

In order to properly apply for a Player Transfer between the two Federations, a Player Transfer Form (a standard form developed for this purpose) shall be properly completed. The applicant incoming team shall then also enclose the player release from the player's outgoing team, and the Transfer Fees due the Federations to complete

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the Player Transfer, and forward all these documents to its outgoing Federation, (See Article III- Transfer Timelines. Paragraph D – Payments/Deposits.)

**2. Fees**

Transfer Fees due the respective Federations shall be established by each Federation and the amount due each Federation shall accompany the Transfer Application for each player to be transferred. Transfer fees shall not be due for renewal transfers in the second and subsequent years where the player is returning to the incoming Team on whose roster he appeared at the end of the previous season. Each Team shall file renewal transfers for all incoming, returning players on or before August 1 of each succeeding year in order to be eligible for the renewal Transfer without payment of any further fee. A full Transfer Fee to both Federations shall be paid for all new Transfers completed after June 1 and for those renewal transfers completed after August 1.

**B. Releases**

**1. Scheduled Values**

Release Payments due for outgoing players between the end of the previous regular season (including play-offs, if any) shall be due to the outgoing Team/Federation prior to the first regularly scheduled League game for the incoming team shall not exceed the appropriate amount shown on the table below.

CATEGORY	TRY-OUT PERIOD (US FUNDS)	
	TEAM	FEDERATION
CHL/NTDP	2,500.00	2,500.00
USHL - Canadian Junior A	2,000.00	2,000.00
USAH TIER II - JUNIOR A and CANADIAN JUNIOR B	1,000.00	1,000.00
All Other Junior Players	750.00	750.00
*All Remaining Players	375.00	375.00

\*Any player moving to a Junior Team on a permanent basis.

Notwithstanding the foregoing, any player for whom a Release Fee has not been paid, shall be able to return to competition in his Home Federation without the requirement that a release fee be paid.

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Each Federation shall be responsible to identify Leagues within their jurisdiction that operate in the various categories/classifications listed in Article IV – Compensation – Release and Transfer Fees.

### **2. Release Payments**

Release Payments shall be sufficient if in the correct amount and forwarded to the outgoing Team entitled thereto by courier, wire transfer, personal hand delivery, etc, or any other manner designed to deliver the payment within no more than seven (7) days following its forwarding. A copy of the payment document shall be filed with the incoming league office. All release payments, or satisfactory arrangements therefore, shall be made by the incoming team prior to the first regularly scheduled League game of the current season, of the incoming team pursuant to the schedule set forth above.

### **3. Monetary Values**

All payments shall be in US Funds or in Canadian Funds of equivalent value.

### **4. Releases**

Player Releases, on a standard form developed for that purpose, shall be executed and returned by facsimile transmission to the incoming team within twenty-four (24) hours of the receipt of the release payment. A copy of the duly executed Player Release shall accompany the Transfer Application, as provided above.

### **5. End of Season**

#### **a. Exhaustion of Eligibility in Junior Hockey**

Any junior player who has exhausted their eligibility in the age classification in which they competed during the previous season, shall be free, without restriction or team release to return to their outgoing Federation.

#### **b. Players with Remaining Eligibility Returning to His Incoming Team**

Any junior player in their second and/or subsequent year(s) of competition in an incoming Federation, shall be required to secure a renewal transfer, only, without the requirement to secure a Release, and without the payment of any fee for the renewal transfer. A renewal transfer for incoming, returning players shall be filed with the Team's Home Federation on or before August 1 in order to be eligible for the Transfer without further payment of any fees.

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**c. Players with Remaining Eligibility who are Returning to Their Outgoing Federation.**

Any junior player with remaining eligibility who desires to return to their outgoing Federation, shall be required to secure a Release from his current incoming Team, pursuant to the terms and provisions of this Agreement.

**6. Immediate Eligibility**

All players wishing to transfer to the incoming Federation during the Try-out period shall be immediately eligible to participate, upon the appropriate release payment being paid in full to the outgoing team. Any player wishing to transfer after competing in a current season, regularly scheduled, league game for the team on whose roster he currently appears shall be ineligible to participate in the incoming Federation until the release payment is agreed upon, payment therefore is in process (See Article III – Time Lines. Paragraph D – Payments/Deposits), and the transfer process is initiated with the incoming Federation.

**7. Players Released from NCAA with remaining junior eligibility**

Players, with remaining junior eligibility, who wish to transfer from a NCAA program are required to secure a release from the previous outgoing team should movement take place during the first season of participation on the NCAA team. Release payment will be based upon the scheduled values listed in the chart (not team to team negotiation). Should a player complete a full season of NCAA and wish to transfer in the subsequent season, a release would not be required from the previous outgoing team.

This provision does not apply to players who go directly to NCAA from the USA Hockey National Team Development Program (NTDP).

**C. Federation Guarantee**

The payment of all sums due from the teams, as set forth herein, shall be guaranteed by the respective Federation of which the incoming team is a member.

**ARTICLE V– AFFILIATED PLAYERS**

Youth or Junior players competing within the programs of the two signatory Federations, shall be entitled to temporarily affiliate with Junior teams, subject to the following terms and conditions:

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### **A. Designation**

The eligible junior teams shall select no more than six (6) Affiliated Players, with one (1) additional replacement allowed. A written list of a Team's Affiliated Players shall be filed with the Team's Domestic Federation on or before November 1, or before the first game in which the affiliated player participates, whichever shall first occur. Any duplicate claims shall be resolved by awarding the player to the team for whom the player first plays a game. An affiliated player may only play for one (1) Team per Federation, during the current playing season.

USAH and HC shall provide a copy of the Team's Affiliated Players lists filed with the respective Federation in accordance with the terms of the within Agreement to its counterpart Federation no later than November 15 of each season.

### **B. Time Period of Eligibility**

The players listed shall be eligible to be invited to compete for the Affiliated team from the start of the regular season to December 31 of the current playing season unless extended by the voluntary agreement of both affected teams. During this period, the players will remain duly rostered on their domestic team and eligible to compete for their domestic team when not competing for their Affiliated Junior Team. No affiliated player shall play more than six (6) games for the Junior Team.

### **C. Consent**

Before an Affiliated Player can be eligible to compete for his Affiliated Junior Team, the Affiliated Junior Team must complete a standard consent form to secure the approval of the General Manager or the coach of the player's domestic team; and the player's parents, approving his participation in the Affiliation Program, and the terms thereof. The player's parent must also acknowledge, in writing that they understand the effect that this competition/affiliation may have on the player's NCAA eligibility. The approval must also indicate the number of games the player may play with the Affiliated Team. The domestic team's coach has the right to veto the use of an affiliated player, at any time, should it affect the domestic team's schedule.

A copy of the consent form shall be provided to the Federation where the team wishing to use the player as an Affiliate is registered by fax or electronic transfer prior to the player being eligible for participation as an Affiliate Player.

This Federation shall ensure that the other Federation receives a copy of the consent form by fax or electronic transfer within 1 business day of receipt of the form.

### **D. Insurance**

During competition/practice, etc., for the Affiliated Team, the Affiliated Player shall be covered and protected by insurance provided by the Affiliated Team's Federation Insurance Program.

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**E. Reports**

All use of Affiliated Players shall be reported, in writing to the domestic Federation of both the player and the team. Within 30 days of the conclusion of the regular season, each League shall provide a list of all players who have played as Affiliate Players which have been authorized by the provisions herein.

The report shall include the name of the player, the name of his registered team, the name of the team he affiliated with, and the number of games played as provided herein.

The report shall be signed by the authorized signatory of the League, and shall be forwarded to its Domestic Federation.

USAH and HC shall provide a copy of the filed reports to its counterpart Federation within 15 days of receipt.

**ARTICLE VI- DISPUTE RESOLUTION PROCESS**

In the event of a dispute arising under this Agreement, an Appeal must be properly and timely filed, and thereafter, the following process shall govern and control the rights and duties of the various parties.

The Dispute Resolution Process shall be available for Transfer/Release disputes, as well as tampering charges.

Section 1 shall apply to all Transfer/Release disputes, and Section II, shall be utilized for all Tampering charges which shall by reference incorporate all of Section 1, except the noted changes for Tampering Charges.

**SECTION I – TRANSFER/RELEASE DISPUTES**

**A. Jurisdiction**

**1. Scope**

The Appeals Committee shall have original jurisdiction over all disputes arising under this Agreement, only.

**2. Status Pending Appeal**

The status of the issue shall remain as supported by the current registration records until modified, if at all, by the decision of the Appeals Committee.



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### **B. Appeals Committee**

#### **1. Membership**

Each Federation, USAH and HC, shall annually appoint a representative to the Appeals Committee who shall serve as the Co-Chairs of that Committee. In addition, each Federation shall appoint a second member to serve on each arbitration panel. The Chair for a particular appeal shall be the Co-Chair representing the Outgoing Federation.

#### **2. Voting**

Each Member of the Arbitration Panel shall be entitled to one (1) vote. In the event of a tie, the Chair of that particular panel shall cast a second and deciding ballot.

### **C. Appellate Process**

#### **1. Filing an Appeal**

A team desiring to file an appeal shall do so, in writing, by notifying the team's Federation Co-Chair of the Appeals Committee. The notice and appeal shall be sufficient if it includes the following:

##### **a. Statement of Dispute**

A clear, concise statement of the Dispute, in writing, referencing the portions of this Agreement in dispute, shall accompany the Notice. If it involves players, it shall include the name, address, phone number and birth date of the player involved.

##### **b. Representative Information**

The name, address, phone number, and fax number of the duly authorized representative of the appealing League/Team who will respond on behalf of the League/Team.

##### **c. Cost Bond**

A certified check in the amount of One thousand and no/100 (\$1,000.00) Dollars (US currency value or Canadian equivalent) made payable to the Team's Federation.

##### **d. Timely Filing**

In order to be considered timely filed, the appeal described herein must be received by the Federation Co-Chair within fifteen (15) days after the date on which the dispute arose. A failure to timely file an appeal shall constitute a waiver of the appealing team's rights and the appeal shall be dismissed.

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**2. Notice**

Within five (5) days of the receipt of the appeal, the Co-Chair to whom the appeal has been forwarded, shall forward a copy of the appeal to his fellow Co-Chair and to the team on whose active roster the player currently appears, and/or for whom the player is currently playing. This notice shall be forwarded by electronic transfer or by restricted certified mail, return receipt requested.

**3. Response**

Within five (5) days from the verified receipt of the notice and appeal, the responding team may file a response which shall be sufficient if in writing and includes the following:

**a. Statement of Position**

A clear, concise response to the appealing party's Statement of Dispute, in writing, referencing portions of this Agreement deemed applicable.

**b. Representative Information**

The name, address, phone number and fax number of the team representative authorized to act on behalf of the team.

**c. Cost Bond**

A certified check in the amount of One thousand and no/100 (\$1,000.00) Dollars (US currency value or Canadian equivalent) made payable to the Team's Federation.

**d. Timely Filing**

In order to be considered timely filed, the response described herein must be received by the Federation Co-Chair who forwarded the notice to the responding team by electronic transfer or by restricted certified mail, return receipt requested, within five (5) days from the date the responding team received the notice. A failure to timely file a response shall be considered a waiver of the responding team's rights, and the appeal shall be sustained.

**4. Mediation**

The Federation Co-Chair acting as Chair for purposes of the particular appeal, upon receipt of the response shall have a period of five (5) days during which he shall attempt to mediate the dispute. As incentive to both teams to accept a mediated settlement, the Federation Co-Chair may refund to each team up to seventy-five percent (75%) of the cost bond deposited in the event the teams shall elect to accept a mediated settlement.

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### **5. Arbitration Hearing**

In the event that the mediation process shall fail to resolve compensation claim, the Federation Co-Chair acting as Chairman for the specific player's appeal shall, within five (5) days after the failure of mediation, process the matter to final decision as follows:

#### **a. Distribution of Materials**

The Federation Co-Chair acting as Chair for the particular appeal shall forward copies of the written appeal and response to each member of the Appeals Committee for their independent consideration and review.

#### **b. Conference Call**

The Federation Co-Chair acting as Chair for the particular appeal shall then contact each member of the Appeals Committee, and schedule the appeal for hearing by conference call, including all four (4) members of the Appeals Committee.

#### **c. Hearing**

During the conference call hearing, the parties shall consider the materials presented by the affected teams, and shall then determine which of the two positions they shall accept as the most reasonable under the circumstances presented, in line with any precedent that has been established by previous appeals.

#### **d. Tie Vote**

In the event that there shall be a tie vote on the initial ballot of the Appeals Committee, the Federation Co-Chair acting as Chair for this particular player's appeal shall cast an additional and deciding ballot.

#### **e. Optional-In Person Hearing**

In the event that either team shall request an in-person hearing, the team making that request shall file an additional cost bond in the amount necessary to fly all members of the Appeals Committee to a common, convenient location, plus one night's lodging in a quality facility at that location, and an additional \$100.00/day for meals during the trip (3 days). At such an in-person hearing, live testimony in support of the respective position of the disputing parties may be considered.

### **6. Decision**

The decision of the Appeals Committee as to which position shall be adopted by the Arbitration Panel, shall be immediately communicated to both affected parties and then reduced to written form and forwarded, within five (5) days, by electronic transfer or restricted certified mail, by the Co-Chairman to the affected parties.

#### **a. Winning Team**

The party whose offer is selected as a basis for the Arbitration Panel Decision shall be entitled to the remedy provided and shall be refunded their cost bond by the Federation Co-Chair serving as Chair of the Appeals Committee.

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**b. Losing Team**

The losing party shall forfeit their cost bond and shall be required to comply with the decision of the Arbitration Panel. The cost bond shall be divided equally between HC and USAH, and that both HC and USAH agree that the bond monies shall be applied to its Youth/Minor Development programs within the respective Federations.

**c. Compliance**

In the event that either party shall fail or refuse to comply with the decision of the Appeals Committee, that party shall be removed from membership in good standing in its Domestic Federation, and the Federation Co-Chairs may impose additional sanctions (e.g. fines, suspension of the player, etc.) to insure final implementation of the Appeals Committee decision.

**SECTION II – TAMPERING**

USAH, HC, and CHL agree that as all players governed by the terms of this Agreement are able to transfer to another Federation at the conclusion of the player's current team, that any allegation of tampering is a matter which requires serious sanctions.

USAH, HC, and CHL also agree that any team making an allegation of tampering should not do so lightly, and in the event that the tampering allegation is proven to be false, serious sanctions should also be imposed on all teams who make allegations that are proven false.

**A. Jurisdiction**

USAH, HC, and CHL hereby grant jurisdiction to the Dispute Resolution Panel as comprised herein to resolve all disputes which involve allegations of tampering as defined in Article III herein.

**B. Authority of the Dispute Resolution Panel to impose penalties**

USAH, HC, AND CHL hereby grant authority to the Dispute Resolution Panel to impose penalties to the offending team in the event that tampering allegations have been proven, or upon the team making an allegation of tampering in the event that the allegation is proven to be false.

The penalties that may be imposed by the Dispute Resolution Panel shall include on the following sanctions:

- 1) Fine not to exceed \$5,000.00 per occurrence;
- 2) The loss of all privileges to register players who are defined as Incoming Transfers for a period not to exceed the next two playing seasons.

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In addition to these penalties imposed, USAH, HC, and CHL may impose additional sanctions in accordance with its respective Constitutions and By-Laws against the team, coach, general manager, team official, or player in keeping with the terms of its respective Constitution and By-Laws.

### **C. Confirmation of procedural rules**

USAH, HC, AND CHL hereby agree that all items of procedure for the Dispute Resolution Process for tampering, shall be the same items of procedure as set forth in Article 1 herein for Transfer/Release hearings including the filing of the \$1,000 Cost Bond with the following exceptions:

1) In Person Hearing

Allegations of tampering may require an in-person hearing to properly address the issue of tampering.

USAH, HC, and CHL hereby grants authority to the Dispute Resolution Panel to request an in-person hearing;

In the event that the Dispute Resolution Panel requests an in-person hearing, the parties to the Hearing shall be bound by all terms of the Process, including posting Cost Bond for travel and per diems as set forth in Article VI, Section 1. It is agreed that each of the teams shall be required to post the Cost Bond with their respective National Federations.

2) Travel/Per Diems Cost Bond

a) Timelines

i) Upon receipt of the material filed by the teams, the Dispute Resolution Panel shall determine within 5 days from the date the last material is filed, whether or not an In-Person Hearing will be required;

ii) That upon receipt of notification that an In-Person Hearing is being requested by the Dispute Resolution Panel, the teams involved shall have a further 7 days in which to file a Travel/Per Diems Cost Bond in an amount as shall be advised by the Dispute Resolution Panel;

b) Failure to File Travel/Per Diems Cost Bond

In the event that any of the parties to the Dispute Resolution Process fails to file the Travel/Per Diems Cost Bond, the Dispute Resolution Panel shall, in its unfettered discretion, be entitled to note that the failure to file as an admission of the allegations, or an admission that the filed allegations are proven false as the circumstances dictate.

Further, that in the event that the Dispute Resolution Panel notes the failure to file the Travel/Per Diem Cost bond as admissions as set forth herein, The Dispute Resolution Panel shall be entitled to file sanctions as authorized herein on the basis that the allegations are either accepted as true, or the allegations have been proven false.

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**c) Posting of Cost Bond**

Upon filing of the Cost Bond, the Dispute Resolution Panel shall advise the teams of the date and location of the In-Person Hearing. USAH, HC, and CHL agree that the In-Person Hearing date shall occur no earlier than 15 days from the date the Cost Bonds have been posted by the respective teams in order that the most economical Airfares may be obtained for the members of the Dispute Resolution Panel.

**d) Authority of Dispute Resolution Panel to direct forfeiture of Travel/Per Diems Cost Bond**

In the event that the Dispute Resolution Process proceeds to hearing, the Dispute Resolution Panel in its decision shall determine that the losing party shall forfeit its Cost Bond for Travel/Per Diems, and the winning party shall be entitled to the return of the Cost Bond for Travel/Per Diems.

In the event that the Dispute Resolution Panel fails to find the allegation of Tampering to be true, and also fails to find the allegation to be filed falsely, that the Dispute Resolution Panel shall be entitled to order one-half the costs of the Travel/Per Diems payable by each of the parties to the Dispute Resolution Process, and to direct that the remaining one-half of the Travel/Per Diem Cost Bonds shall be returned to the Teams.

**ARTICLE VII- NOTICE**

Notice to the parties to this Agreement, shall be sufficient if in writing, and forwarded to the party at the following address:

**USAH**  
1775 Bob Johnson Dr  
Colorado Springs, Colorado  
United States  
80906

**HC**  
2424 University Dr NW  
Calgary, Alberta  
Canada  
T2N 3Y9

**CHL**  
305 Milner Ave Suite 201  
Scarborough, Ontario  
Canada  
M1B 3V4

**ARTICLE VIII- DURATION OF AGREEMENT**

This Agreement shall commence on the 1st day of July, 2008, and shall continue for a term of one (1) year to and including June 30, 2009, and from year to year thereafter unless amended as hereinafter provided or terminated by a party upon written notice to the other parties, which notice must be given, to be effective, on or before the 31st day of December of the current hockey Season and Agreement. This Transfer/Release Agreement is subject to approval by the undersigned representatives from USAH, HC and the CHL.

**ARTICLE IX- AMENDMENT**

This Agreement may be amended at any time by agreement of each and all of the parties. Absent agreement, an amendment may only be made at the conclusion of the term of the Agreement. Any proposed amendment must be submitted on or before the 31st day of December of the current hockey season, which amendment, if agreed, will then be effective in the subsequent hockey season(s).

**ARTICLE X – DEFINITIONS**

The following terms shall have the described meanings when used in this Agreement.

**A. OUTGOING FEDERATION**

Shall mean and refer to that Federation in which the player resides before the proposed release/transfer activity.

**B. INCOMING FEDERATION**

Shall mean that Federation to which the player is moving after the proposed release/transfer activity.

**C. ACTIVE ROSTER/PROTECTED LIST**

Shall mean and refer to that number of players who are currently and immediately authorized to compete on behalf of a properly registered team.

**D. PLAYER**

Shall mean and refer to any eligible player in an outgoing Federation who has properly and completely registered with that outgoing Federation as certified by that outgoing Federation; is currently rostered on a member team of that outgoing Federation; and has competed on behalf of that team in current regular season league competition;

OR

Any eligible player in an incoming Federation who is properly and completely registered by the incoming Federation, as certified by that incoming Federation; currently rostered by a member team of that incoming Federation; has previously competed on behalf of the member team in the previous regular season league competition; and whose transfer has been renewed on or before August 1 prior to the commencement of the regular league season.



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### **E. REGULAR LEAGUE SEASON**

Shall mean and refer to all regular season League competition including League and National Championship play-off competition.

### **F. PLAYER VALUE/RIGHTS**

The playing rights of an eligible player shall belong to the team with whom the player is currently registered as determined by the respective Federations. However, the value of the eligible player's playing rights shall be determined by the last team for whom the player actually plays a regular season game.

### **G. TEAM NATIONALITY**

Generally, a team's nationality shall be determined by the geographical locations of the team, and, all transfers shall be processed through the team's home Federation.

Junior Teams (below major junior) based in the USA and participating in a Canadian League would process transfers with USA Hockey for any incoming import players to their teams.

Example: Team located in the USA participating in a Canadian League would process all incoming imports (non-USA citizens) through USA Hockey and abide by the import rules established in its Federation.

If a properly transferred import player or US player moves from a US based team that participates in a Canadian League to a Junior Team, including major junior, within Canada, a release and transfer would be required. If a properly transferred import player moves from a US based team that participates in a Canadian League or an import player moves from a Canadian based team that participates in a Canadian or US based league, including major junior, then that move shall also be subject to any applicable home Federation rules, as well as the provisions of this Agreement. Should an import player that has been properly transferred to a US based team that participates in a Canadian League move to another Junior Team within the USA, a trade/consent form would have to be processed.

A listing of the teams that fall under this example will be kept on file at both Federations and must be approved by both Federations, annually.

**USAH/HC/CHL TRANSFER AND RELEASE AGREEMENT K2**

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**ARTICLE XI- ENTIRE AGREEMENT**

This Transfer/Release Agreement, consisting of 29 pages, contains the entire Agreement of the parties and supersedes any and all prior or contemporaneous Agreements and understandings, written or oral, by and between the parties.

IN WITNESS WHEREOF we have hereunto set our hands this 26th day of February, 2008.

**USAH/HC/CHL TRANSFER AND RELEASE AMENDING AGREEMENT K2.1**

**USAH/HC/CHL**

**TRANSFER & RELEASE AMENDING AGREEMENT**

THIS AGREEMENT made the 24th day of March, 2009.

Between:

USA Hockey Inc., located at 1775 Bob Johnson Drive, Colorado Springs, Colorado ("USAH")

and

Canadian Hockey Association, located at 2424 University Drive NW, Calgary, Alberta ("Hockey Canada")

and

Canadian Hockey League, located at 305 Milner Ave., Suite 201, Scarborough, Ontario ("CHL")

WHEREAS:

1. The parties entered into an Agreement dated February 26, 2008 regarding the process for movement of participating players across the common border between Canada and the United States ("the Existing Agreement");
2. The Existing Agreement continues for a one year term to and including June 30, 2009, and continues from year to year thereafter unless amended or terminated;
3. The parties wish to amend the Existing Agreement for the 2009-2010 hockey season upon the terms and conditions set forth in this Agreement (the "Amending Agreement"):

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this agreement the parties agree as follows:

1. The parties agree that any fifteen year old player (1994 birthdate) registered with USAH shall be permitted to attend one or more tryout camp(s) with one or more CHL team(s) provided that he follows the procedure set out in Section A.1.b of Article III of the Existing Agreement.
2. Despite the wording of Section E of Article II of the Existing Agreement, no fifteen year old player (1994 birthdate) registered with USAH may participate as an affiliate player with a CHL team until that player has completed his season with the USAH team with which he is registered. Upon the completion of his season with his USAH

**USAH/HC/CHL TRANSFER AND RELEASE AMENDING AGREEMENT K2.1**

team, that player may participate as an affiliate with a CHL team provided that he follows the procedure set out in Section E of Article II of the Existing Agreement.

3. USAH, Hockey Canada and the CHL will meet in Montreal sometime between June 25, 2009 and June 27, 2009, coinciding with the 2009 NHL Draft, to have further discussions regarding the Existing Agreement and the amendments thereto. USAH agrees to make best efforts to have one or more representatives of the National Collegiate Athletic Association attend at that meeting.
4. The Existing Agreement shall otherwise remain in effect upon the same terms and conditions as set out in it.
5. This Amending Agreement and the Existing Agreement together constitute the entire agreement between the parties.

IN WITNESS WHEREOF we have hereunto set our hands:

USA HOCKEY, INC.

By: \_\_\_\_\_

Dave Ogrea, Executive Director

HOCKEY CANADA

By: \_\_\_\_\_

Bob Nicholson, President

CANADIAN HOCKEY LEAGUE

By: \_\_\_\_\_

David Branch, President

## TROPHIES L

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### L. TROPHIES

1. All trophies competed for in National and Regional Championships shall require acceptance by the Board of Directors.
2. The competition conducted for the various trophies is under the direction of the Board of Directors through the Officers of this Association.
3. The Officers shall decide what trophies shall be returned annually to this Association and by what date they shall be returned.
4. Engraving on all trophies shall be done by this Association.

### TROPHY POLICY

5. The winning team shall be presented with the actual trophy at the conclusion of the Championship game. If the winning team wishes to retain the trophy for a display period, it must then post a bond or personal certified cheque in the amount of two thousand dollars (\$2,000) which must be placed in the possession of Hockey Canada and must be in effect until July 31 of the same year. The team's Branch will have the trophy returned to the Hockey Hall of Fame no later than November 15 of the year in which the trophy was won. Failure to meet this deadline shall result in a five hundred dollar (\$500) deduction from the bond or certified cheque.
6. The guarantee is to ensure the return of the trophies and the carrying cases to the Hockey Hall of Fame. If a trophy and its carrying case are not received at the Hockey Hall of Fame, Hockey Canada may take immediate action for the return of that trophy and its carrying case and to provide that all expenses be deducted from the bond or certified cheque.
7. Any damage that occurs to that trophy or its carrying case while in the possession of a winning team will be deducted from the bond or certified cheque.
8. Teams winning a National Championship shall be provided with a pennant at the expense of this Association. These pennants shall remain the property of the winning teams.
9. This Association shall provide members of the Major Senior AAA Male Championship team and National Junior A Championship team with an individual memento allowance of one hundred and fifty dollars (\$150.00) per person. Such individual awards, provided by this Association shall be limited to twenty-one (21) playing members (twenty-five (25) in the case of Senior AAA), plus coach, manager, and trainer.
10. Teams may obtain additional awards for other officials at their own expense provided such additional awards are approved by Hockey Canada.

## M. HOCKEY TOURNAMENT REGULATIONS

1. No player or team registered or affiliated with any Branch or Hockey Canada, USA Hockey or teams from other IIHF Federations shall compete in any tournament unless that tournament is being granted a sanction permit by the Branch in whose geographic area that tournament is to be conducted. The Branch shall notify the Hockey Canada Office sixty (60) days in advance of any sanction permit issued for a tournament involving three (3) or more Hockey Canada Branches. Tournament fees will apply.
2. Any permit sanctioning a tournament by this Association may be withdrawn if it is found that Hockey Canada or Branch regulations pertaining to such tournaments are not followed.
3. Subsequent permits may not be issued to any tournament sponsor who has been found to have conducted a sanctioned tournament which has not conformed to those Hockey Canada or Branch regulations which apply.
4. The official permit sanctioning a tournament shall be on a form approved by Hockey Canada. Such permit shall be in three (3) copies; one (1) to be retained by Hockey Canada, one (1) by the Branch and one (1) given to the local host.
5. All international tournaments must be sanctioned by Hockey Canada and the Branch in which such tournament is being held. All international teams (excluding teams from USA Hockey) must have written permission from their respective Federation and approval from Hockey Canada in order to participate in any Hockey Canada sanctioned international tournament.
6. A deposit equal to the minimum sanction fee must accompany the application.
7. International tournaments which include only teams from Hockey Canada and USA Hockey do not require sanction by Hockey Canada, but do require Branch approval. However, all international tournament sanction fees will apply.
8. No sanctioned tournament shall accept entries from any team which is not a member of a Hockey Canada Branch, USA Hockey or other Member IIHF Federation.
9. Every player competing in any sanctioned tournament must be registered with that team on a Hockey Canada player registration form or certified Hockey Canada form, as applicable. The team must produce such player's registration form or certified Hockey Canada form, as applicable, for inspection at all tournaments.
10. The host Branch will verify the eligibility of all teams and players entered in the tournament.
11. No team shall be permitted to play in any tournament unless it has the written permission of the Branch. In granting such permission the Branch agrees to impose and enforce any

## **HOCKEY TOURNAMENT REGULATIONS M**

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disciplinary action necessary against its team or members of the team. The Branch in which the tournament is held shall have the authority to impose an indefinite suspension pending action by the Branch of the team, player or officials involved.

12. Where an indefinite suspension has been imposed, a copy of the official Game Report with all necessary supporting evidence and any recommendation regarding the suspension, shall be forwarded to the Branch of the team, player(s) or official(s) involved.
13. Disciplinary action, if any, shall be communicated to the Branch hosting the tournament.
14. No entries shall be accepted from any territory outside the jurisdiction of Hockey Canada without the written permission of the governing body of that territory, which must also agree in writing to enforce any disciplinary action taken by the Hockey Canada Branch, or its affiliate, against the team or any members of the team.
15. All games in a sanctioned tournament shall be refereed by officials recognized by the Branch.
16. All sanctioned tournaments will be played only under official Hockey Canada Playing Rules. Should there be any variance from such rules, which may be in force in the Branch in which the tournament is to be held, such variances shall be submitted at the time application is made for a sanction permit.
17. A Branch shall have authority to impose a tournament sanction fee.
18. a) No team or player may compete in more than three (3) tournament games in one day. Where tournaments do require teams or players to play three (3) games in one day, such games shall not be longer than three (3) periods of fifteen (15) minutes, the first two (2) of which must be straight time.  
b) For each Inter-Branch tournament there shall be a minimum sanction fee of fifty dollars (\$50.00) plus a ten dollar (\$10.00) fee for each team from outside the host Branch.  
c) For each international tournament there shall be a minimum sanction fee of one hundred dollars (\$100.00) plus fifty dollars (\$50.00) per team from outside Canada and ten dollars (\$10.00) per team from outside the host Branch.  
d) All tournaments are required to submit a financial statement of income and disbursements to the sanctioning Branch within thirty (30) days of the completion of the tournament.  
e) Failure to comply with this regulation will result in refusal of future tournament sanction permits.  
f) Fifty percent (50%) of the above mentioned minimum fees shall be submitted by the Branch to Hockey Canada.

NOTE: There is no Regulation N in these Regulations.

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## **O. DISCIPLINE OF CLUBS, TEAMS, PLAYERS AND OFFICIALS**

1. Any team using a suspended player in play-off, league, exhibition or tournament games shall be liable to immediate suspension.
2. Any person responsible for a team having used a suspended player shall also be suspended.
3. Any team found guilty of having used any ineligible player in any league, play-off, exhibition or tournament game, shall lose any points earned in any game in which the ineligible player participated. The player and/or team officials shall be liable to further disciplinary action in accordance with Regulation F.12. (See Regulation E.36 (b) for "Participation")
4. A player, team official, executive member, team, club or association, or any other Hockey Canada member found, by an investigative process, to have condoned, initiated or, to the detriment of another, participated in hazing actions or behaviours shall be subject to discipline up to and including expulsion from Hockey Canada registered programs. Discipline must relate to the degree of severity of the incident(s).
  - a) Any party failing to cooperate with the fact finding process may be subject to suspension as determined by the Branch.
  - b) All discipline decisions related to hazing must be approved by the Branch.
  - c) All hazing matters involving Hockey Canada High Performance programs will be dealt with by the Hockey Canada Officers.
5. Except in Inter-Branch play-off games where the authority is that of the Chair of the Board of Hockey Canada or a designate, the Chair of the Board or President, as applicable, of the Branch in which the games are played, shall impose all suspensions or penalties resulting from such games played and such suspensions shall be recognized by all Branches. The Hockey Canada President shall be immediately notified of those suspensions and penalties so imposed which are in excess of three (3) months.
6. Any Hockey Canada player, coach or other official, who is under suspension by a Hockey Canada Branch, league or Minor, Junior, Senior, or Female Hockey Association is suspended from any and all involvement in Hockey Canada sanctioned games. The suspension may, pursuant to Branch regulations, include suspensions up to and including all Hockey Canada activities for the duration of his/her suspension. Any individual who violates the terms of his/her suspension will be subject to discipline by Hockey Canada, or the member Branch, league or Minor, Junior, Senior, or Female Hockey Association.
7. Hockey Canada will recognize and enforce suspensions of any player, coach, or other official imposed by one of Hockey Canada's Associate Members, any member of the International Ice Hockey Federation, or any professional league should the player, coach, or official transfer to Hockey Canada while under suspension.



## **DISCIPLINE OF CLUBS 0**

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8. Any registered Female and Minor hockey player or team official who participates in a game, tournament, training camp, prospect camp, selection camp or any similar event (other than those organized and operated by recognized academic institutions or aboriginal organizations) that is not sanctioned by Hockey Canada or a Branch and that interferes with his Branch team's regular season or play-off schedule shall be immediately suspended for up to one (1) year at the Branch's discretion.

## **HOCKEY CANADA AWARDS**

### **HOCKEY CANADA VOLUNTEER OF THE YEAR AWARD**

The Hockey Canada Volunteer of the Year Award annually recognizes an outstanding volunteer who has contributed to amateur hockey and Hockey Canada. Volunteer service may include years of participation, administration, contribution, innovation or the advancement of amateur hockey through media coverage. The Volunteer of the Year Award is presented at the Annual General Meeting of the Association to an individual who has dedicated himself/herself to the ideals of Hockey Canada, who has worked tirelessly for the improvement of the Association and who has had a notable impact on the game.

### **RECIPIENTS OF THE VOLUNTEER OF THE YEAR AWARD**

1976	Gordon Jukes	London, ON
1977	Don Johnson	St. John's, NF
1978	NO AWARD	
1979	Gordon Renwick	Cambridge, ON
1980	Ron Wallace	Saskatoon, SK
1981	Bob Mullock	Port Moody, BC
1982	NO AWARD	
1983	Frank McKinnon	Carman, MB
1984	Harold Hillier	Grand Falls, NF
1985	Ed O'Doherty	Jonquière, QC
1986	Don Freer	Victoria, BC
1987	Brian Wakelin	St. John's, NF
1988	NO AWARD	
1989	Alex "Moe" Irving	Thunder Bay, ON
1990	Clair Sudsbury	Summerside, PEI
1991	Murray Copot	Calgary, AB
1992	Joe Richard	Saint John, NB
1993	Lou Salatino	Thunder Bay, ON
1994	NO AWARD	
1995	Allan Matthews	Williams Lake, BC
1996	Jed Ritcey	Truro, NS

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## AWARDS

1997	Richard Nichols	Thunder Bay, ON
1998	Don Valcour	Kemptville, ON
1999	René Marcil	St-Louis de France, QC
2000	Dana Dickenson	Tracey Mills, NB
2001	Joe Tookenay	Thunder Bay, ON
2002	Wilson Church	Canton de Rawdon, QC
2003	Wayne Kartusch	Regina, SK
2004	Wade Taylor	Truro, NS
2005	Jim Kinkley	Etobicoke, ON
2006	Sharon McMahon	Thunder Bay, ON
2007	Al Hubbs	Indian Head, SK
2008	George Kallay	Drumheller, AB
2009	Bob Clark	Carstairs, AB

## GORDON JUCKES AWARD

In honour of Gordon Juckes, Hockey Canada's Hockey Development Council proudly recognizes this individual for his outstanding contribution to the development of amateur hockey in Canada at the National level. Nominees are from the fields of research, sports medicine, psychology, coaching, officiating, administration or related categories.

Gordon Juckes was Hockey Canada's first full-time Executive Director. His tenure began in 1960 and concluded in 1977 with his retirement. Juckes is a Life Member of Hockey Canada and an Honourary Member of the IIHF.

### RECIPIENTS OF THE GORDON JUCKES AWARD

1981	Frank McKinnon	Carman, MB
1982	Joe Byrne	Grand Falls, NF
1983	Bob Hindmarch	Vancouver, BC
1984	Tom Pashby	Toronto, ON
1985	Dave King	Calgary, AB
1986	Georges Larivière	St-Bruno, QC
1987	Dave Siciliano	Thunder Bay, ON
1988	Dale Henwood	Red Deer, AB
1989	Dennis McDonald	Ottawa, ON
1990	Vern Frizzell	Charlottetown, PEI
1991	Clare Drake	Calgary, AB
1992	Gaston Marcotte	Québec, QC
1993	Colin Patterson	Cranbrook, BC
1994	Dr. Howie Wenger	Victoria, BC
1995	Kelly Lovering	Wilcox, SK
1996	Carl (Bucky) Buchanan	Sydney, NS
1997	Pat Doherty	Kitchener, ON

## AWARDS

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1998	Don McKee	Platville, ON
1999	Jamie MacDonald	Kitchener, ON
2000	Roger Nielson	Peterborough, ON
2001	Yvan Gingras	Montreal, QC
2002	Wayne Halliwell	Beaconsfield, QC
2003	Dennis Pottage	Regina, SK
2004	Jacques Martin	St. Pascal, ON
2005	Ted Hargreaves	Nelson, BC
2006	Dan Moro	Calgary, AB
2007	George Kingston	Calgary, AB
2008	Ed Chynoweth	Calgary, AB
2009	Wally Kozak	Calgary, AB

## HOCKEY CANADA ORDER OF MERIT

At the Hockey Canada Annual General Meeting in 1960, approval was given to the institution of annual "Hockey Canada Meritorious Awards" to honor those individuals who for many years have served amateur hockey faithfully, having participated as players, served as coaches and association members, and made outstanding contributions to Canadian amateur hockey. The first such awards were made in January and May, 1962.

### RECIPIENTS OF THE HOCKEY CANADA ORDER OF MERIT

1962	C.N. "Cliff" Henderson	Moose Jaw, SK
	C.J. "Charlie" Boyle	Fort William, ON
	Art Jefferd	Vancouver, BC
	A.E.H. "Abbie" Coe	Winnipeg, MB
	Earl Samis	Edmonton, AB
	Dr. S.H. Hutt	Chesterville, ON
	Leo E. Burns	town of Mount Royal, QC
	Hanson T. Dowell, Q.C.	Middleton, NS
	Lorne Miller	North Bay, ON
1963	Frank Dilio	Montreal, QC
	Frank Sargent	Port Arthur, ON
1964	Harry Foxton	Portage la Prairie, MB
	George Panter	Gravenhurst, ON
1965	Frank Buckland	Peterborough, ON
1966	A.T. Potter	Edmonton, AB
	W.B. George	Kemptville, ON
1967	J.W. "Jack" Hamilton	Regina, SK
	Judge J. Elliott Hudson	Halifax, NS
1968	Jack Christie	East York, ON
	Martin Conway	St-Lambert, QC
1969	Dr. W.G. Hardy	Edmonton, AB

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**AWARDS**

1970	Leo Atwell . . . . .	Nelson, BC
	Walter Clarke . . . . .	Grand Falls, NF
1971	William Addison . . . . .	Winnipeg, MB
	Jack Roxburgh . . . . .	Simcoe, ON
1972	Clyde McCarthy . . . . .	Trois-Rivières, QC
1973	Matt Leyden . . . . .	Oshawa, ON
	J. Pius Callaghan . . . . .	Charlottetown, PEI
1974	W.J. Anderson . . . . .	Trail, BC
1975	William "Bill" Hanley . . . . .	Toronto, ON
	J.S. "Stu" Peppard . . . . .	Calgary, AB
1976	Gordon Jukes . . . . .	Ottawa, ON
1977	William "Bill" Ford . . . . .	Swift Current, SK
	William "Bill" Glover . . . . .	Toronto, ON
1978	Frank Germann . . . . .	Wilcox, SK
	T.B. "Bones" McCormack . . . . .	Thunder Bay, ON
1979	Clarence "Tubby" Schmalz . . . . .	Walkerton, ON
1980	Hugh McLean . . . . .	London, ON
	Harold Jones . . . . .	Regina, SK
1981	Fred Fox . . . . .	Lunenburg, NS
	Frank Spring . . . . .	Cranbrook, BC
1982	Steve MacDonald . . . . .	Sydney, NS
	Gordon Orser . . . . .	Lethbridge, AB
1983	Herb Parker . . . . .	Stratford, ON
	Bill Edwards . . . . .	Regina, SK
1984	Paul Dumont . . . . .	Québec, QC
	Ron Wallace . . . . .	Saskatoon, SK
1985	Bill Ruddock . . . . .	Toronto, ON
	George Allard . . . . .	Winnipeg, MB
1986	Pat Doherty . . . . .	Kitchener, ON
	Ed Chynoweth . . . . .	Calgary, AB
1987	Roland Mercier . . . . .	Québec, QC
	Claude Anstey . . . . .	Comerbrook, NF
	Aime Alaire . . . . .	St. Boniface, MB
1988	Orest Korbutt . . . . .	Edmonton, AB
	Albert Watkins . . . . .	Peterborough, ON
	Ken Mantin . . . . .	Halifax, NS
1989	Bill Ledwell . . . . .	Charlottetown, PEI
	Ed Boychuk . . . . .	Regina, SK
	Alf Taylor . . . . .	North Gower, ON
1990	Bob Nadin . . . . .	Toronto, ON
	Dr. Leo Margolis . . . . .	Nanaimo, BC
	Joe Byrne . . . . .	Grand Falls, NF
1991	Frank McKinnon . . . . .	Carmen, MB
	Fernand Pelletier . . . . .	Montreal, QC

## AWARDS

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1992	Jean Paul Bolduc	Ste-Adèle, QC
	Harold Post	Petit Rocher, NB
	George Parker	Regina, SK
1993	John Maddia	Indian Head, SK
	Bill Solonen	Dryden, ON
1994	George Fardy	St. John's, NF
	Fran Rider	Mississauga, ON
	Bob Mullock	Vancouver, BC
1995	Raymond Lagacé	St-Laurent, QC
	Harold Hillier	Grand Falls, NF
	Al Butler	Stoney Mountain, MB
1996	Vern Paul	Edmonton, AB
	Joe Tookenay	Thunder Bay, ON
1997	Don Schmaltz	Penticton, BC
	Brent Ladds	Georgetown, ON
1998	Don Gatto	Lethbridge, AB
	Pierre Verville	Lac Beauport, QC
	Bob Deap	Scotchtown, NB
1999	Mike Pytyck	Thunder Bay, ON
	George Trainor	Charlottetown, PEI
2000	Ken Corbett	Ottawa, ON
	Doug Steeves	Saint John, NB
2001	Melvin Andrews	Grand Falls-Windsor, NF
	Alex Legare	Québec, QC
	Frank Lento	Fernie, BC
2002	Denny Deveau	Kingston, NS
	Bob McKinnon	Oakville, ON
2003	Roger Otteson	Edmonton, AB
	Jed Ritcey	Truro, NS
	Don Shepherdson	New Liskeard, ON
2004	Marv Ryder	Bonavista, NL
	Jules Lavictoire	Rockland, ON
2005	Mac MacLeod	Manville, AB
	Benoît Noël	Acton Vale, QC
2006	Gerry Taylor	St. John's, NL
	John Gardner	Toronto, ON
	George Ulyatt	Winnipeg, MB
2007	Wayne A. MacDougall	Stratford, PE
	André Marsolais	St-Charles-Borromée, QC
	Tom Coleman	Quill Lake, SK
2008	Peter Hanson	Riverview, NB
	Lou Salatino	Thunder Bay, ON
	Jack Forsyth	Hartney, MB

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## AWARDS

2009	Bill Ennos . . . . .	Saanichton, BC
	Lou Bottochio . . . . .	Schumacher, ON
	Lauchie MacIassac . . . . .	Anlignonisle, NS

### FEMALE HOCKEY BREAKTHROUGH AWARD

Hockey Canada's Female Hockey Council proudly recognizes an individual for their outstanding leadership and contribution to the advancement of Female hockey in Canada. Nominees originate from fields of coaching, officiating, research, administration, marketing, promotion or events /special projects.

The Female Hockey Breakthrough Award is presented at the Association's Annual General Meeting. The inaugural award was presented in 1998.

#### RECIPIENTS OF THE FEMALE HOCKEY BREAKTHROUGH AWARD

1998	Fran Rider . . . . .	Mississauga, ON
1999	Karen Wallace . . . . .	Surrey, BC
2000	Susan Dalziel . . . . .	Borden-Carleton, PEI
2001	Marina Zenk . . . . .	Orleans, ON
2002	Byron Stephen . . . . .	Calgary, AB
2003	Glynis Peters . . . . .	Chelsea, QC
2004	Orville Acres . . . . .	Pinawa, MB
2005	Angela James . . . . .	Richmond Hill, ON
2006	Shirley Cameron . . . . .	Edmonton, AB
2007	Hazel McCallion . . . . .	Mississauga, ON
2008	Dawn Moase . . . . .	Albany, PE
2009	Cathy Phillips . . . . .	Dundas, ON

### HAL LEWIS AWARD

In honour of Hal Lewis, Hockey Canada proudly recognizes the staff person who best exemplifies the commitment to the values and objectives of Hockey Canada, exhibits pride and respect for the organization and its participants and demonstrates team spirit both in the office and in one's life.

#### RECIPIENTS OF THE HAL LEWIS AWARD

2001	Shelley Coolidge . . . . .	Lashburn, SK
2002	Paul Delparte . . . . .	Sudbury, ON
2003	Todd Jackson . . . . .	Gloucester, ON
2004	André Brin . . . . .	Winnipeg, MB
2005	Dean McIntosh . . . . .	Shelburne, ON

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**AWARDS**

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2006	Linda Liepert . . . . .	Calgary, AB
2007	Johanne Poitras-Brien . . . . .	Greenfield Park, QC
2008	Carol Anne Roberts . . . . .	Saint John, NB
2009	Corey McNabb . . . . .	Calgary, AB

**LIZ MacKINNON AWARD**

The Liz MacKinnon Award annually recognizes the contribution of a companion during the Annual General Meeting who personifies the character and spirit of Liz; her love of life; her love of her family; and her love of the people involved in hockey. Her legacy remains with Hockey Canada.

**RECIPIENTS OF THE LIZ MacKINNON AWARD**

2001	Jan Papineau . . . . .	Milton, ON
2002	Nancy Russell . . . . .	St. John's, NL
2003	Barb Kallay . . . . .	Drumheller, AB
2004	Louise Allain . . . . .	Gatineau, QC
2005	Mark McMahon . . . . .	Thunder Bay, ON
2006	Myrna Kartusch . . . . .	Regina, SK
2007	Mim Hornell . . . . .	Grand Falls-Windsor, NL
2008	Hélène Lafèche . . . . .	St-Charles-Borromée, QC
2009	Denise Costello . . . . .	Ottawa, ON

**OFFICIATING AWARD**

The Hockey Canada Officiating Award proudly recognizes an official, active or non-active, who has made an outstanding contribution to officiating. This person is identified as one who has had a notable impact on the game at the Branch and National level and one who has been involved for a minimum of twenty-five (25) years as an official/administrator.

This award is presented annually at the Association's Annual General Meeting. The inaugural Hockey Canada Officiating Award was presented in 2005.

**RECIPIENTS OF THE OFFICIATING AWARD**

2005	Lyle Wilhelm . . . . .	Moose Jaw, SK
2006	Ray Bowe . . . . .	St. John's, NL
2007	Ken Miller . . . . .	North Bay, ON
2008	Wes Smith . . . . .	Saskatoon, SK
2009	Doug Hayward . . . . .	Montreal, QC

## HISTORY OF THE ASSOCIATION

The origin of hockey in Canada has never been definitely established. Claims have been made on behalf of many localities, notably Montreal, Halifax and Kingston and the controversy will no doubt go on as long as the sport continues.

There is no doubt that hockey has been played for a long time in Canada and individual clubs such as the Victoria's of Montreal were known at an early date. Montreal also lays claim to having the first organized league of clubs.

The first organization actually dealing with the administration and development of the sport was the Ontario Hockey Association which was organized on the 27th of November, 1890.

With the passage of the years in other parts of Canada organizations also came into existence and on December 4, 1914, the first meeting to provide for a national body was held in the Château Laurier, Ottawa. While it was fitting that the first meeting should be held in Canada's capital city, the impetus for the organization was provided by a group of men in that Western city which has had such a notable connection with the sport, Winnipeg. The invitations for the meeting were sent out by C.C. Robinson of Winnipeg on behalf of the Allan Cup Trustees and N.H. Crow of Toronto, the Secretary of the Amateur Athletic Union of Toronto.

At the meeting, William Northey of Montreal, Trustee of the Allan Cup was chosen as the chairman and Crow acted as secretary. Those present at the meeting and the organizations represented were as follows:

J.W. Ward, Hamilton, A.B.A.H.A.  
Otto Dinnith, Montreal, Can. Inter-Collegiate H.U.  
Ernest H. Jupp, Toronto, Can. Inter-Collegiate H.U.  
Francis Nelson, Toronto, Ontario Hockey Association  
H.E. Wettlaufer, Berlin, ON  
W.F. Taylor, Winnipeg, Manitoba Hockey Assn.  
P.D. Shand, Moose Jaw, S. A.H.A.  
F.H.P. Marples, Winnipeg, Monarch Hockey Club  
W.F. Trivett, Toronto, O.A.A.U.  
C.C. Robinson, Winnipeg, Victoria Hockey Club  
D.W.F. Nichols, Winnipeg, Winnipeg Hockey Club  
R.E. Melville, Montreal, Quebec Br. A.A.U.  
Jos. B. Parker, Winnipeg, C.T.P.A.A.  
Jas. G. Merrick, Toronto, Can. Olympic Assn.  
Thomas Boyd, Winnipeg, A.A.U. of C.  
Albert E. Vert, New Westminster, B.C.A.A.U.  
Norman M. Mowat, Montreal, Montreal City H. League



## HISTORY OF THE ASSOCIATION

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Leo Dandurand, Montreal, Montreal City H. League  
Norton H. Crow, Toronto Sec. A.A.U. of C.  
W. Northey, Montreal, Allan Cup Trustee  
G.B. Reid, Regina, Victoria Hockey Club

### Places of Annual General Meeting

1915.....	Winnipeg, MB	1956.....	Montreal, QC
1919.....	Toronto, ON	1957.....	Edmonton, AB
1920.....	Toronto, ON	1958.....	Toronto, ON
1921.....	Winnipeg, MB	1959.....	Detroit, MI
1922.....	Toronto, ON	1960.....	Sydney, NS
1924.....	Toronto, ON	1961.....	Port Arthur, ON
1925.....	Winnipeg, MB	1962.....	Ottawa, ON
1926.....	Montreal, QC	1963.....	Brandon, MB
1927.....	Vancouver, BC	1964.....	Ottawa, ON
1928.....	Ottawa, ON	1965.....	Victoria, BC
1929.....	Winnipeg, MB	1966.....	Montreal, QC
1930.....	Toronto, ON	1967.....	Saskatoon, SK
1931.....	Winnipeg, MB	1968.....	Windsor, ON
1932.....	Montreal, QC	1969.....	Calgary, AB
1933.....	Vancouver, BC	1970.....	St. John's, NF
1934.....	Toronto, ON	1971.....	Thunder Bay, ON
1935.....	Halifax, NS	1972.....	Saint John, NB
1936.....	Toronto, ON	1973.....	Charlottetown, PEI
1938.....	Ottawa, ON	1974.....	Winnipeg, MB
1939.....	Winnipeg, MB	1975.....	Québec, QC
1940.....	Montreal, QC	1976.....	Penticton, BC
1941.....	Calgary, AB	1977.....	Ottawa, ON
1942.....	Toronto, ON	1978.....	Regina, SK
1943.....	Port Arthur, ON	1979.....	London, ON
1944.....	Montreal, QC	1980.....	Edmonton, AB
1945.....	Toronto, ON	1981.....	Halifax, NS
1946.....	Vancouver, BC	1982.....	St. John's, NF
1947.....	Quebec City, QC	1983.....	Thunder Bay, ON
1948.....	Toronto, ON	1984.....	Winnipeg, MB
1949.....	New York, U.S.A.	1985.....	Vancouver, BC
1950.....	Banff, AB	1986.....	Montreal, QC
1951.....	Halifax, NS	1987.....	Charlottetown, PEI
1952.....	Minaki, ON	1988.....	Calgary, AB
1953.....	Niagara Falls, ON	1989.....	Ottawa, ON
1954.....	Vancouver, BC	1990.....	Toronto, ON
1955.....	Regina, SK	1991.....	Saskatoon, SK

## HISTORY OF THE ASSOCIATION

1992..... Saint John, NB	2002..... Toronto, ON
1993.....Thunder Bay, ON	2003.....Regina, SK
1994..... St. John's, NF	2004..... Thunder Bay, ON
1995..... Winnipeg, MB	2005..... Saint John, NB
1996.....Halifax, NS	2006..... St. John's, NL
1997..... Victoria, BC	2007..... Winnipeg, MB
1998..... Québec, QC	2008..... Québec, QC
1999..... Charlottetown, PEI	2009..... Vancouver, BC
2000..... Edmonton, AB	
2001..... Ottawa, ON	

### Branch Membership in Hockey Canada

British Columbia Amateur Hockey Association .....	1914
Hockey Alberta .....	1914
Saskatchewan Hockey Association .....	1914
Hockey Manitoba .....	1914
Hockey North .....	1997
Hockey Northwestern Ontario .....	1918
*Ontario Hockey Federation .....	1989
Ottawa District Hockey Association .....	1920
Hockey Québec .....	1919
Hockey New Brunswick.....	1968
Hockey Nova Scotia .....	1974
Hockey PEI.....	1974
Hockey Newfoundland and Labrador.....	1966
* Ontario Hockey Association 1914	

## PAST OFFICERS

### 1914 - 1915

President: Dr. W.F. Taylor .....	Winnipeg, MB
Hon. President: J. Ross Robertson .....	Toronto, ON
Vice-President: Francis Nelson .....	Toronto, ON
Hon. Sec. Treas.: Claude C. Robertson .....	Winnipeg, MB

### 1915 - 1919

President: Capt. Jas T. Sutherland .....	Kingston, ON
(During the President's service overseas, Sheriff J.F. Paston, Whitby, ON acted as President)	
Hon. President: Dr. W.F. Taylor .....	Winnipeg, MB
Vice-President: W.M. Van Valkenburg .....	Regina, SK
Hon. Sec. Treas.: W.A. Hewitt .....	Toronto, ON

## PAST OFFICERS

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### 1919 - 1920

President: Frederick E. Betts ..... Saskatoon, SK  
Hon. President: Capt. Jas T. Sutherland ..... Kingston, ON  
Vice-President: W.R. Granger ..... Montreal, QC  
Hon. Sec. Treas.: W.C. Bettschen ..... Regina, SK

### 1920 - 1921

President: H.J. Sterling ..... Fort William, ON  
Hon. President: Frederick E. Betts ..... Saskatoon, SK  
Vice-President: W.G. Chester ..... Vancouver, BC  
Hon. Sec. Treas.: H.E. James ..... Fort Williams, ON

### 1921 - 1922

President: W.R. Granger ..... Montreal, QC  
Hon. President: H.J. Sterling ..... Winnipeg, MB  
Vice-President: Dr. H.O. McDiarmid ..... Brandon, MB  
Hon. Sec. Treas.: W.J. Morrison ..... Montreal, QC

### 1922 - 1923

President: W.R. Sexsmith ..... Portage Prairie, MB  
Hon. President: W.R. Granger ..... Montreal, QC  
Vice-President: S.P. Quilty ..... Ottawa, ON  
Hon. Sec. Treas.: F.H. Marples ..... Winnipeg, MB  
A.A.U. of C. Governor: R.C. Chambers ..... Fort William, ON  
Registrar: W.A. Hewitt ..... Toronto, ON

### 1924 - 1925 - 1926

President: S.P. Quilty ..... Ottawa, ON  
Hon. President: W.B. Sexsmith ..... Portage la Prairie, MB  
Vice-President: Dr. J.E. Sandercock ..... Calgary, AB  
A.A.U. of C. Governor: R.C. Chambers ..... Fort William, MB  
Hon. Secs.: D.N. Gill and J.M. Dunn ..... Ottawa, ON  
Dominion Registrar Treas.: W.A. Hewitt ..... Toronto, ON

### 1926 - 1927 - 1928

President: Dr. F.E. Sandercock ..... Calgary, AB  
Hon. President: S.P. Quilty ..... Ottawa, ON  
Vice-President: W.A. Fry ..... Dunnville, ON  
A.A.U. of C. Governor: R.C. Chambers ..... Fort William, MB  
Hon. Secretary: F.H. Marples ..... Winnipeg, MB  
Dominion Registrar Treas.: W.A. Hewitt ..... Toronto, ON

### 1928 - 1929 - 1930

President and A.A.U. of C. Governor: W.A. Fry ..... Dunnville, ON  
Past President: Dr. F.E. Sandercock ..... Calgary, AB  
Vice-President: J.W. Hamilton ..... Regina, SK  
Secretary: F.H. Marples ..... Winnipeg, MB  
Dominion Registrar Treas.: W.A. Hewitt ..... Toronto, ON

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**PAST OFFICERS**

**1930 - 1931 - 1932**

President and A.A.U. of C. Governor: J.W. Hamilton . . . . . Regina, SK  
Past President: W.A. Fry . . . . . Dunnville, ON  
First Vice-President: Frank C. Greenleaf . . . . . Montreal, QC  
Second Vice-President: E.A. Gilroy . . . . . Portage la Prairie, MB  
Secretary: F.H. Marples . . . . . Winnipeg, MB  
Dominion Registrar-Treas.: W.A. Hewitt . . . . . Toronto, ON

**1932 - 1933 - 1934**

President and A.A.U. of C. Governor: Frank C. Greenleaf . . . . . Montreal, QC  
Past President: J.W. Hamilton . . . . . Regina, SK  
First Vice-President: E.A. Gilroy . . . . . Portage la Prairie, MB  
Second Vice-President: Cecil Duncan . . . . . Ottawa, ON  
Secretary: F.H. Marples . . . . . Winnipeg, MB  
Dominion Registrar-Treas.: W.A. Hewitt . . . . . Toronto, ON

**1934 - 1935 - 1936**

President and A.A.U. of C. Governor: E.A. Gilroy . . . . . Portage la Prairie, ON  
Past President: Frank C. Greenleaf . . . . . Montreal, QC  
First Vice-President: Cecil Duncan . . . . . Ottawa, ON  
Second Vice-President: Prof. W.G. Hardy . . . . . Edmonton, AB  
Secretary: F.H. Marples . . . . . Winnipeg, MB  
Dominion Registrar-Treas.: W.A. Hewitt . . . . . Toronto, ON

**1936 - 1937 - 1938**

President: Cecil Duncan . . . . . Ottawa, ON  
Past President: E.A. Gilroy . . . . . Portage la Prairie, MB  
First Vice-President: Prof. W.G. Hardy . . . . . Edmonton, AB  
Second Vice-President: Geo S. Dudley . . . . . Midland, ON  
Secretary: F.H. Marples . . . . . Ottawa, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON

**1938 - 1939 - 1940**

President: Prof. W.G. Hardy . . . . . Edmonton, AB  
Past President: Cecil Duncan . . . . . Ottawa, ON  
First Vice-President: Geo S. Dudley . . . . . Midland, ON  
Second Vice-President: Frank Sargent . . . . . Port Arthur, ON  
Secretary: F.H. Marples . . . . . Toronto, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON

**1940 - 1941 - 1942**

President: Geo S. Dudley . . . . . Midland, ON  
Past President: Prof. W.G. Hardy . . . . . Edmonton, AB  
First Vice-President: Frank Sargent . . . . . Port Arthur, ON  
Second Vice-President: Hanson T. Dowell . . . . . Middleton, NS  
Secretary: F.H. Marples . . . . . Toronto, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON

## PAST OFFICERS

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### 1942 - 1943 - 1944 - 1945

President: Frank Sargent . . . . . Port Arthur, ON  
Past President: Geo S. Dudley . . . . . Midland, ON  
First Vice-President: Hanson T. Dowell . . . . . Middleton, NS  
Second Vice-President: A.W. Pickard . . . . . Regina, SK  
Secretary: F.H. Marples . . . . . Toronto, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON

### 1945 - 1946 - 1947

President: Hanson Dowell . . . . . Middleton, NS  
Past President: Frank Sargent . . . . . Port Arthur, ON  
First Vice-President: A.W. Pickard . . . . . Regina, SK  
Second Vice-President: Norman Dawe . . . . . Verdun, QC  
Secretary: G.S. Dudley . . . . . Midland, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON

### 1947 - 1948

President: A.W. Pickard . . . . . Regina, SK  
Past President: Hanson Dowell . . . . . Middleton, NS  
First Vice-President: Norman Dawe . . . . . Verdun, QC  
Second Vice-President: D.G. Grimston . . . . . New Westminster, BC  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

### 1948 - 1949 - 1950

President: A.W. Pickard . . . . . Regina, SK  
Past President: Hanson Dowell . . . . . Middleton, NS  
First Vice-President: D.G. Grimston . . . . . New Westminster, BC  
Second Vice-President: W.B. George . . . . . Kemptville, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

### 1950 - 1952

President: D.G. Grimston . . . . . New Westminster, BC  
Past President: A.W. Pickard . . . . . Regina, SK  
First Vice-President: W.B. George . . . . . Kemptville, ON  
Second Vice-President: James A. Dunn . . . . . Winnipeg, MB  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

### 1952 - 1955

President: W.B. George . . . . . Kemptville, ON  
Past President: D.G. Grimston . . . . . New Westminster, BC  
First Vice-President: James A. Dunn . . . . . Winnipeg, MB  
Second Vice-President: W.A. Duranceau . . . . . Montreal, QC  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

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PAST OFFICERS

**1955 - 1957**

President: James A. Dunn . . . . . Winnipeg, MB  
Past President: W.B. George . . . . . Kemptville, ON  
First Vice-President: Robert Lebel . . . . . Chambly, QC  
Second Vice-President: Gordon Jukes . . . . . Melville, SK  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

**1957 - 1959**

President: Robert Lebel. . . . . Chambly, QC  
Past President: James A. Dunn . . . . . Winnipeg, MB  
First Vice-President: Gordon Jukes . . . . . Melville, SK  
Second Vice-President: J.M. Roxburgh . . . . . Simcoe, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

**1959 - 1960**

President: Gordon Jukes . . . . . Melville, SK  
Past President: Robert Lebel . . . . . Chambly, QC  
First Vice-President: J.M. Roxburgh . . . . . Simcoe, ON  
Second Vice-President: A.T. Potter . . . . . Edmonton, AB  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

**1960 - 1962**

President: Jack Roxburgh . . . . . Simcoe, ON  
Past President: Robert Lebel . . . . . Chambly, QC  
First Vice-President: A.T. Potter . . . . . Edmonton, AB  
Second Vice-President: Lionel Fleury . . . . . Québec, QC  
Registrar-Treasurer: Gordon Jukes . . . . . Melville, SK  
Secretary-Manager: Gordon Jukes . . . . . Melville, SK

**1962 - 1964**

President: A.T. Potter . . . . . Edmonton, AB  
Past President: Jack Roxburgh . . . . . Simcoe, ON  
First Vice-President: Lionel Fleury . . . . . Québec, QC  
Second Vice-President: Fred Page . . . . . Port Arthur, ON  
Registrar-Treasurer: Gordon Jukes . . . . . Melville, SK  
Secretary-Manager: Gordon Jukes . . . . . Melville, SK

**1964 - 1966**

President: Lionel Fleury . . . . . Québec, QC  
Past President: A.T. Potter . . . . . Edmonton, AB  
First Vice-President: Fred Page . . . . . Port Arthur, ON  
Second Vice-President: Lloyd Pollock . . . . . Windsor, ON  
Registrar-Treasurer: Gordon Jukes . . . . . Melville, SK  
Secretary-Manager: Gordon Jukes . . . . . Melville, SK

## PAST OFFICERS

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### 1966 - 1968

President: Fred Page . . . . . Vancouver, BC  
Past President: Lionel Fleury . . . . . Québec, QC  
First Vice-President: Lloyd Pollock . . . . . Windsor, ON  
Second Vice-President: Earl Dawson . . . . . Rivers, MB  
Registrar-Treasurer: Gordon Jukes . . . . . Melville, SK  
Secretary-Manager: Gordon Jukes . . . . . Melville, SK

### 1968 - 1969

President: Lloyd Pollock . . . . . Windsor, ON  
Past President: Fred Page . . . . . North Vancouver, BC  
Vice-President: Earl Dawson . . . . . Rivers, MB  
Director: Leo Atwell . . . . . Nelson, BC  
Director: Alfred E. Taylor . . . . . North Gower, ON  
Executive Director: Gordon Jukes . . . . . Winnipeg, MB

### 1969 - 1970

President: Earl Dawson . . . . . Rivers, MB  
Past President: Fred Page . . . . . North Vancouver, BC  
First Vice-President: J.J. Kryczka . . . . . Calgary, AB  
Vice-President, Senior: Henry Crochetière . . . . . Sherbrooke, QC  
Vice-President, Junior: Jack Devine . . . . . Belleville, ON  
Vice-President, Minor: Don Stynsky . . . . . North Battleford, SK  
Executive Director: Gordon Jukes . . . . . Winnipeg, MB

### 1970 - 1971

President: Earl Dawson . . . . . Rivers, MB  
Past President: Fred Page . . . . . North Vancouver, BC  
First Vice-President: J.J. Kryczka . . . . . Calgary, AB  
Vice-President, Senior: Don S. Johnson . . . . . St. John's, NF  
Vice-President, Junior: Jack Devine . . . . . Belleville, ON  
Vice-President, Minor: T.B. McCormack . . . . . Thunder Bay, ON  
Executive Director: Gordon Jukes . . . . . Ottawa, ON

### 1971 - 1973

President: J.J. Kryczka . . . . . Calgary, AB  
Past President: Earl Dawson . . . . . Winnipeg, MB  
First Vice-President: Jack Devine . . . . . Belleville, ON  
Vice-President, Senior & Int.: Don S. Johnson . . . . . St. John's, NF  
Vice-President, Junior: Roland Mercier . . . . . Québec, QC  
Vice-President, Minor: T.B. McCormack . . . . . Thunder Bay, ON  
Executive Director: Gordon Jukes . . . . . Ottawa, ON

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**PAST OFFICERS**

**1973 - 1975**

President: Jack Devine . . . . . Belleville, ON  
Past President: J.J. Kryczka . . . . . Calgary, AB  
First Vice-President: Don S. Johnson . . . . . St. John's, NF  
Vice-President, Senior & Int.: Gordon Renwick . . . . . Cambridge, ON  
Vice-President, Junior: Roland Mercier . . . . . Québec, QC  
Vice-President, Minor: T.B. McCormack . . . . . Thunder Bay, ON  
Executive Director: Gordon Juckes . . . . . Ottawa, ON

**1975 - 1976**

President: Don Johnson . . . . . St. John's, NF  
Past President: Jack Devine . . . . . Belleville, ON  
First Vice-President: Gordon Renwick . . . . . Cambridge, ON  
Vice-President, Sr. Int.: Frank McKinnon . . . . . Carman, MB  
Vice-President, Junior: Roland Mercier . . . . . Québec, QC  
Vice-President, Minor: T.B. McCormack . . . . . Thunder Bay, ON  
Vice-President at Large: Marcel Robert . . . . . Ottawa, ON  
Executive Director: Gordon Juckes . . . . . Ottawa, ON

**1976 - 1977**

President: Don Johnson . . . . . St. John's, NF  
Past President: Jack Devine . . . . . Belleville, ON  
First Vice-President: Gordon Renwick . . . . . Cambridge, ON  
Vice-President, Senior Int.: Frank McKinnon . . . . . Carman, MB  
Vice-President, Junior: Roland Mercier . . . . . Québec, QC  
Vice-President, Minor: Cliffe Phillips . . . . . Newmarket, ON  
Vice-President at Large: Marcel Robert . . . . . Québec, QC  
Executive Director: Gordon Juckes . . . . . Ottawa, ON

**1977 - 1979**

President: Gordon Renwick . . . . . Cambridge, ON  
Past President: Don Johnson . . . . . St. John's, NF  
Vice-President: Frank McKinnon . . . . . Carman, MB  
Vice-President, Senior Int.: Ron Wallace . . . . . Saskatoon, SK  
Vice-President, Junior: Roland Mercier . . . . . Québec, QC  
Vice-President, Minor: Cliffe Phillips . . . . . Newmarket, ON  
Vice-President at Large: Norm Saunders . . . . . Brockville, ON  
Executive Director: David Branch . . . . . Ottawa, ON

**1979 - 1981**

Chairman: Frank McKinnon . . . . . Carman, MB  
Past Chairman: Gordon Renwick . . . . . Cambridge, ON  
Vice-Chairman: Clarence (Tubby) Schmalz . . . . . Walkerton, ON  
Chairman, Sr. Int. & Adult: Ron Wallace . . . . . Saskatoon, SK  
Chairman, Junior: Roland Mercier . . . . . Québec, QC  
Chairman, Minor: Brian Wakelin . . . . . St. John's, NF  
Vice-Chairman at Large: Ron Chalmers . . . . . The Pas, MB  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis . . . . . Ottawa, ON



## PAST OFFICERS

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### 1981 - 1982

Chairman: Clarence (Tubby) Schmalz (Died in office) . . . . . Walkerton, ON  
Chairman: Frank McKinnon . . . . . Carman, MB  
Vice Chairman: Roland Mercier . . . . . Québec, QC  
Chairman, Sr.Int. & Adult: Claude MacKinnon . . . . . Saint John, NB  
Chairman, Junior: Ed O'Doherty . . . . . Arvida, QC  
Chairman, Minor: Brian Wakelin . . . . . St. John's, NF  
Chairman, Finance: Clair Sudsbury . . . . . Summerside, PEI  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis. . . . . Ottawa, ON

### 1982 - 1984

Chairman: Roland Mercier . . . . . Québec, QC  
Past Chairman: Frank McKinnon . . . . . Carman, MB  
Vice Chairman: Larry Bellisle . . . . . Penetang, ON  
Chairman, Sr.Int. & Adult: Doug McKenzie . . . . . Edmonton, AB  
Chairman, Junior: Ed O'Doherty . . . . . Jonquière, QC  
Chairman, Minor: Brian Wakelin . . . . . St. John's, NF  
Chairman, Finance: Clair Sudsbury . . . . . Summerside, PEI  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis. . . . . Ottawa, ON

### 1984 - 1985

Chairman: Roland Mercier . . . . . Québec, QC  
Past Chairman: Frank McKinnon . . . . . Carman, MB  
Vice-Chairman: Brian Wakelin . . . . . St. John's, NF  
Chairman, Senior: Doug McKenzie . . . . . Edmonton, AB  
Chairman, Junior: Ed O'Doherty . . . . . Jonquière, QC  
Chairman, Minor: Jim Kinkley . . . . . Toronto, ON  
Chairman, Finance: Clair Sudsbury . . . . . Summerside, PEI  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis. . . . . Ottawa, ON

### 1985 - 1987

Chairman: Brian Wakelin . . . . . St. John's, NF  
Past Chairman: Roland Mercier . . . . . Québec, QC  
Vice-Chairman: Clair Sudsbury . . . . . Summerside, PEI  
Chairman, Senior: Art O'Bryan . . . . . Nelson, BC  
Chairman, Junior: Ed O'Doherty . . . . . Jonquière, QC  
Chairman, Minor: Jim Kinkley . . . . . Etobicoke, ON  
Chairman, Finance: Frank Libera . . . . . Richmond, ON  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis. . . . . Ottawa, ON

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## PAST OFFICERS

### 1987 - 1989

Chairman: Clair Sudsbury . . . . . Summerside, PEI  
Past Chairman: Brian Wakelin . . . . . St. John's, NF  
Vice-Chairman: Ed O'Doherty . . . . . Arvida, QC  
Chairman, Senior: Art O'Bryan . . . . . Nelson, BC  
Chairman, Junior: Howard Stevenson . . . . . Lakefield, ON  
Chairman, Minor: Jim Kinkley . . . . . Etobicoke, ON  
Chairman, Finance: Frank Libera . . . . . Richmond, ON  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis . . . . . Ottawa, ON

### 1989 - 1990

Chairman: Ed O'Doherty . . . . . Arvida, QC  
Past Chairman: Clair Sudsbury . . . . . Summerside, PEI  
Vice-Chairman: Frank Libera . . . . . Richmond, ON  
Chairman, Senior: Art O'Bryan . . . . . Nelson, BC  
Chairman, Junior: Howard Stevenson . . . . . Lakefield, ON  
Chairman, Minor: Joe Richard . . . . . Rothesay, NB  
Chairman, Finance: Jim Kinkley . . . . . Etobicoke, ON  
President: Murray Costello . . . . . Ottawa, ON

### 1990 - 1991

Chairman: Ed O'Doherty . . . . . Arvida, QC  
Past Chairman: Clair Sudsbury . . . . . Summerside, PEI  
Executive Vice-Chairman: Frank Libera . . . . . Richmond, ON  
Vice-Chairman at-Large: Jim Kinkley . . . . . Etobicoke, ON  
Vice-Chairman at-Large: Art O'Bryan . . . . . Nelson, BC  
Vice-Chairman at-Large: Dr. Bill MacGillivray . . . . . Fredericton, NB  
Vice-Chairman at-Large: Joe Richard . . . . . Rothesay, NB  
President: Murray Costello . . . . . Ottawa, ON

### 1991 - 1993

Chairman: Frank Libera . . . . . Richmond, ON  
Past Chairman: Ed O'Doherty . . . . . Arvida, QC  
Executive Vice-Chairman: Dr. Bill MacGillivray . . . . . Fredericton, NB  
Vice-Chairman at-Large: Frank Lento . . . . . Fernie, BC  
Vice-Chairman at-Large: Joe Richard . . . . . Saint John, NB  
Vice-Chairman at-Large: Bob MacKinnon . . . . . Oakville, ON  
Vice-Chairman at-Large: Cecil Taylor . . . . . Charlottetown, PEI  
President: Murray Costello . . . . . Ottawa, ON

## PAST OFFICERS

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### 1993 - 1994

Chairman: Dr. Bill MacGillivray . . . . . Fredericton, NB  
Past Chairman: Frank Libera . . . . . Richmond, ON  
Executive Vice-Chairman: Joe Richard . . . . . Saint John, NB  
Vice-Chairman at-Large: Frank Lento . . . . . Fernie, BC  
Vice-Chairman at-Large: Bob MacKinnon . . . . . Oakville, ON  
Vice-Chairman at-Large: Cecil Taylor . . . . . Charlottetown, PEI  
Vice-Chairman at-Large: Réal Cyr . . . . . Boucherville, QC  
President: Murray Costello . . . . . Ottawa, ON

### 1994 - 1995

Chairman: Dr. Bill MacGillivray . . . . . Fredericton, NB  
Past Chairman: Frank Libera . . . . . Richmond, ON  
Executive Vice-Chairman: Frank Lento . . . . . Fernie, BC  
Vice-Chairman at-Large: Bob MacKinnon . . . . . Oakville, ON  
Vice-Chairman at-Large: Joe Richard . . . . . Saint John, NB  
Vice-Chairman at-Large: Cecil Taylor . . . . . Charlottetown, PEI  
Vice-Chairman at-Large: Real Cyr . . . . . St-Leonard, QC  
Vice-Chairman at-Large: Don Butorac . . . . . Oakville, ON  
Vice-Chairman at-Large: Michel Lagace . . . . . Montreal, QC  
President: Murray Costello . . . . . Ottawa, ON

### 1995 - 1996

Chairman: Frank Lento . . . . . Fernie, BC  
Past Chairman: Dr. Bill MacGillivray . . . . . Fredericton, NB  
Executive Vice-Chairman: Bob MacKinnon . . . . . Oakville, ON  
Vice-Chairman at-Large: Joe Richard . . . . . Saint John, NB  
Vice-Chairman at-Large: Cecil Taylor . . . . . Charlottetown, PEI  
Vice-Chairman at-Large: Allan Matthews . . . . . Williams Lake, BC  
Vice-Chairman at-Large: Wayne Russell . . . . . St. John's, NF  
Vice-Chairman at-Large: Michel Lagace . . . . . Montreal, QC  
Vice-Chairman at-Large: Ian MacDonald . . . . . North York, ON  
President: Murray Costello . . . . . Ottawa, ON

### 1996 - 1997

Chairman: Frank Lento . . . . . Fernie, BC  
Past Chairman: Dr. Bill MacGillivray . . . . . Fredericton, NB  
Executive Vice-Chairman: Bob MacKinnon . . . . . Oakville, ON  
Vice-Chairman at-Large: Sheldon Lanchbery . . . . . Deloraine, MB  
Vice-Chairman at-Large: Don Butorac . . . . . Oakville, ON  
Vice-Chairman at-Large: Allan Matthews . . . . . Williams Lake, BC  
Vice-Chairman at-Large: Wayne Russell . . . . . St. John's, NF  
Vice-Chairman at-Large: Michel Lagace . . . . . Montreal, QC  
Vice-Chairman at-Large: Don Brown . . . . . Kanata, ON  
President: Murray Costello . . . . . Ottawa, ON

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PAST OFFICERS

**1997 - 1998**

Chairman: Bob MacKinnon . . . . . Oakville, ON  
Past Chairman: Frank Lento . . . . . Fernie, BC  
Executive Vice-Chairman: Wayne Russell . . . . . St. John's, NF  
Vice-Chairman at-Large: Sheldon Lanchbery . . . . . Deloraine, MB  
Vice-Chairman at-Large: Don Butorac . . . . . Oakville, ON  
Vice-Chairman at-Large: Allan Matthews . . . . . Williams Lake, BC  
Vice-Chairman at-Large: Don Brown . . . . . Kanata, ON  
President: Murray Costello . . . . . Ottawa, ON

**1998 - 1999**

Chairman: Bob MacKinnon . . . . . Oakville, ON  
Past Chairman: Frank Lento . . . . . Fernie, BC  
Executive Vice-Chairman: Wayne Russell . . . . . St. John's, NF  
Vice-Chairman at-Large: Sheldon Lanchbery . . . . . Deloraine, MB  
Vice-Chairman at-Large: Allan Matthews . . . . . Williams Lake, BC  
Vice-Chairman at-Large: Don Brown . . . . . Kanata, ON  
Vice-Chairman at-Large: Jed Ritcey . . . . . Halifax, NS  
President: Bob Nicholson . . . . . Calgary, AB

**1999 - 2001**

Chairman: Wayne Russell . . . . . St. John's, NF  
Past Chairman: Bob MacKinnon . . . . . Oakville, ON  
Executive Vice-Chairman: Sheldon Lanchbery . . . . . Deloraine, MB  
Vice-Chairman: Allan Matthews . . . . . Williams Lake, BC  
Vice-Chairman: Don Brown . . . . . Kanata, ON  
Vice-Chairman: Jed Ritcey . . . . . Truro, NS  
Vice-Chairman: René Marcil . . . . . St-Louis-de-France, QC  
President: Bob Nicholson . . . . . Calgary, AB

**2001-2003**

Chairman: Sheldon Lanchbery . . . . . Deloraine, MB  
Past Chairman: Wayne Russell . . . . . St. John's, NF  
Executive Vice-Chairman: Allan Matthews . . . . . Williams Lake, BC  
Vice-Chairman: Jed Ritcey . . . . . Truro, NS  
Vice-Chairman: René Marcil . . . . . St-Louis-de-France, QC  
Vice-Chairman: Al Morris . . . . . Wiarton, ON  
Vice-Chairman: Ken Corbett . . . . . Carleton Place, ON  
Vice-Chairman: Marcel Redekop . . . . . Herbert, SK  
President: Bob Nicholson . . . . . Calgary, AB

## PAST OFFICERS

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### 2003-2005

Chairman: Allan Matthews . . . . . Williams Lake, BC  
Past Chairman: Sheldon Lanchbery . . . . . Deloraine, MB  
Executive Vice-Chairman: René Marcil . . . . . St-Louis-de-France, QC  
Vice-Chairman: Al Morris . . . . . Warton, ON  
Vice-Chairman: Ken Corbett . . . . . Carleton Place, ON  
Vice-Chairman: Marcel Redekop . . . . . Herbert, SK  
Vice-Chairman: Mike Bruni . . . . . Calgary, AB  
Vice-Chairman: Jim Hornell . . . . . Grand Falls-Windsor, NL  
President: Bob Nicholson . . . . . Calgary, AB

### 2005-2007

Chairman: René Marcil . . . . . Trois Rivières, QC  
Past Chairman: Allan Matthews . . . . . Williams Lake, BC  
Executive Vice-Chairman: Al Morris . . . . . Warton, ON  
Vice-Chairman: Marcel Redekop . . . . . Herbert, SK  
Vice-Chairman: Ken Corbett . . . . . Carleton Place, ON  
Vice-Chairman: Mike Bruni . . . . . Calgary, AB  
Vice-Chairman: Jim Hornell . . . . . Grand Falls-Windsor, NL  
Vice-Chairman: Claude Allain . . . . . Gatineau, QC  
President: Bob Nicholson . . . . . Calgary, AB

### 2007-2009

Chairman: Al Morris . . . . . Warton, ON  
Past Chairman: René Marcil . . . . . Trois Rivières, QC  
Executive Vice-Chairman: Ken Corbett . . . . . Carleton Place, ON  
Vice-Chairman: Marcel Redekop . . . . . Herbert, SK  
Vice-Chairman: Mike Bruni . . . . . Calgary, AB  
Vice-Chairman: Jim Hornell . . . . . Swift Current, SK  
Vice-Chairman: Claude Allain . . . . . Gatineau, QC  
Vice-Chairman: Ed Pupich . . . . . Schumacher, ON  
President: Bob Nicholson . . . . . Calgary, AB

### 2009-2010

Chairman: Ken Corbett . . . . . Carleton Place, ON  
Past Chairman: René Marcil . . . . . Trois Rivières, QC  
Executive Vice-Chairman: Mike Bruni . . . . . Calgary, AB  
Vice-Chairman: Claude Allain . . . . . Gatineau, QC  
Vice-Chairman: Jim Hornell . . . . . Swift Current, SK  
Vice-Chairman: Terry Ledingham . . . . . Bon Accord, AB  
Vice-Chairman: Ed Pupich . . . . . Schumacher, ON  
Vice-Chairman: Marcel Redekop . . . . . Herbert, SK  
President: Bob Nicholson . . . . . Calgary, AB

## TROPHIES OF THE ASSOCIATION

### CHAMPIONSHIP TROPHIES

The list of trophies presented to and recognized and competed for by teams of this Association are as follows:

1. Allan Cup, for the Major Senior AAA Male Championship of Canada.
2. Don Rathgeber Cup for the Major Senior AAA Male Championship of the Western Region.
3. Doug Mackenzie Cup for the Major Senior AAA Male Championship of the Pacific Region.
4. Edmonton Journal Trophy for the Western Canada Senior AA Championship. (Retired)
5. Col. J. Bourque Cup for the Eastern Canada Senior AA Championship. (Retired)
6. O.H.A. Memorial Cup for the Major Junior Championship of Canada.
7. President's Cup for the Major Junior Championship of Western Canada.
8. George T. Richardson Memorial Cup for the Major Junior Championship of Eastern Canada.
9. a) RBC Cup for the Junior A Championship of Canada.  
b) Centennial Cup for the Junior A Championship of Canada. (Retired 1995)
10. The Doyle Cup for the Junior A Championship of the Pacific Region.
11. The Anavet Cup for the Junior A Championship of the Western Region.
12. The Abbott Memorial Cup for the Junior A Championship of Western Canada. (Retired)
13. Dudley-Hewitt Memorial Trophy for the Junior A Championship of the Central Region.
14. Callaghan Trophy for the Junior A Championship of the Atlantic Region.
15. Fred Page Cup for the Junior A Championship of Eastern Canada.
16. Don Johnson Cup for the Junior B Championship of the Atlantic Region.
17. Keystone Cup for the Junior B Championship of Western Canada.
18. a) Telus Cup for the Midget AAA Championship of Canada.  
b) Air Canada Cup for the Midget AAA Championship of Canada. (Retired 2004)
19. Air Canada Cup trophies for the Midget AAA Championship of the Atlantic, Quebec, Ontario, Western and Pacific Regions. (Retired 2004)
20. Irving Oil Challenge Cup for the Bantam AAA Championship of the Atlantic Region.
21. Ontario Hockey League Cup for the Bantam AAA Championship of Ontario. (Retired)

## **TROPHIES OF THE ASSOCIATION**

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22. Western Bantam Championship Cup for the Bantam AAA Championship of Western Canada.
23. Abby Hoffman Cup for the Female Senior AAA Championship of Canada.
24. Western Canadian Shield for Western Canadian Senior Female AA & A and the top level of Midget Female within the Western and Pacific Regions.
25. Ontario Pee Wee Championship Cup for the Pee Wee Championship of Ontario.
26. Patton Cup for the Senior Hockey Championship in Western Canada. (Retired 2004)
27. G.P. Bolton Memorial Trophy for the Senior Championship of Eastern Canada. (Retired 2004)

## **ALEXANDER CUP**

In the season 1950-51 the Association established the Major Series. The purpose of this series was to remove from Allan Cup competition those stronger clubs which for many years had dominated the play in that series and also to meet a request from such leagues for longer playing time in their own groups. His Excellency Viscount Alexander, Governor General of Canada, was most graciously pleased to donate a trophy for the new Major Series.

The Valleyfield Braves of the Quebec Senior Hockey League were fortunate in being the first club to have its name inscribed on this trophy. Subsequent winners were: Valleyfield Braves 1951, Quebec Aces 1952, Halifax Atlantics 1953 and 1954. Since 1954 there has been no competition in the Major Series.

## **ALLAN CUP**

Sir H. Montague Allan donated the Allan Cup; C.V.O. shortly after the Stanley Cup became the championship trophy of the professional hockey clubs. While the Stanley Cup was an amateur trophy the proceeds from Cup games went to the competing teams, but this led to abuses of the principles of amateurism, owing to clubs gathering star players from all parts of the country, regardless of cost, knowing that if they got into a Stanley Cup series their share of the receipts would take care of the extra expenses in building up a championship team.

Upon the organization of the professional league the senior player who did not turn pro, retired from the game, which reduced senior amateur hockey to practically an intermediate basis, which, of course, greatly discouraged those interested in the amateur game, and it was at this stage that Northey prevailed upon Sir Montague to offer a trophy for the encouragement of the amateurs, and to safeguard it with such rules and regulations as to prevent it from ever becoming a menace to the sport it was designed to foster. It was decided to make the Cup a challenge trophy open to any senior club having won the championship of its league that year. The surplus proceeds after paying the legitimate expenses of the competing teams to be given to charity.

The Cup was presented to the Victoria Hockey Club of Montreal, and to be defended by the

## TROPHIES OF THE ASSOCIATION

champion of their league that year. The Cliffside of Ottawa was the first club to defend the Cup as Champions of the league in which the Cup was held. The Queen's University team of Kingston was the first challenger and was successful in winning the first series of matches for its possession.

From this time on, interest in the Allan Cup became greater each year until the challenges became so numerous that it was impossible for any team holding the Cup to defend it against all those clubs sending in challenges.

The trustees then arranged elimination games between teams from the same territory and also limited the number of times the holders could be called upon to defend the Cup in one season to three. Even this did not entirely eliminate the difficulties that the trustees had to contend with, and it was quite evident that some other method would have to be adopted in order to give satisfaction.

In 1914, Claude Robinson, who had for some time been acting as Western representative for the trustees, suggested that a governing body be formed. This idea was looked upon with favor by the trustees, and Robinson was asked to communicate with the various leagues and associations, and arrange for a meeting of representatives to discuss the project. This meeting took place in Ottawa at the close of the annual meeting of the A.A.U. of C. in December 1914, when Robinson outlined his plan, which met with the unanimous support of those present, and Hockey Canada was formed with Branches in the Provinces of Quebec, Ontario, Manitoba, Saskatchewan, Alberta and British Columbia. Dr. W.F. Taylor, of Winnipeg, was its first President.

The "Allan Cup" was accepted as the trophy emblematic of the senior amateur hockey championship of Canada, under the rules and regulations as enacted by the trustees of the Cup, and in accordance with the Deed of Trust.

The trustees continued to disburse a portion of the surplus funds to charity, but retained an amount each year for the purpose of building up a reserve fund to guard against the possibility of the receipts in some years being insufficient to meet the expenses of the competing teams.

During the period of the war it was difficult to get representatives from the various Branches to attend meetings of the Association, owing to the heavy cost of sending delegates, and in order to prevent representation by proxy it was agreed between the trustees from each Association that the expenses of one delegate from each Branch be paid out of the Cup funds, and that sufficient money be provided by the trustees to permit of the proper functioning of the Association as a governing body.

In 1920 the trustees financed the cost of sending a Canadian team to compete in the Olympic Games in Antwerp, and again in 1924 the sum of five thousand dollars was given to the Canadian Olympic Committee towards the expenses of the team that represented Canada at Chamonix.

Hockey Canada has fully justified its existence by becoming one of the largest governing



## **TROPHIES OF THE ASSOCIATION**

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bodies of amateur sport in Canada, and Claude Robinson, of Winnipeg, is entitled to be known as its founder.

In 1928 the Allan Cup was donated outright to Hockey Canada, the formal acceptance taking place at the Annual Meeting at the Chateau Laurier in Ottawa in March, when a Board of Trustees, consisting of C.A.H.A. members, was appointed for one year; the personnel being S.P. Quilty, Ottawa, ON; A.B. King, Okotoks, AB, and A.E. Gilroy, Portage la Prairie, MB. A vote of thanks was tendered to Sir Montague Allan for his generosity, and to Wm. Northey, of Montreal, and his co-workers on the Trustee Board on their retirement after many years of splendid service in the interest of amateur hockey.

At the Association Annual Meeting in Winnipeg in 1984 the classification of teams competing for the Allan Cup was changed to Senior AAA.

### **PATTON CUP (Retired)**

This trophy was awarded for the championship of Senior hockey in Western Canada and was first competed for in 1925. It was presented by T.B. Patton.

### **G. P. Bolton Memorial Trophy (Retired)**

In 1938 the Maritime Amateur Hockey Association provided this trophy to be emblematic of the Eastern Canada Senior Championship. The trophy is in memory of the late G.P. Bolton of Sussex, New Brunswick, one of the founders and the first president of the Maritime Amateur Hockey Association.

### **O.H.A. MEMORIAL CUP**

The O.H.A. Memorial Cup was presented to Hockey Canada in March 1919 for the Canadian Championship of Junior teams in national competition in memory of the many Canadian hockey players who had made the supreme sacrifice for their country in the First Great War, 1914-1918.

Junior hockey was in its infancy across Canada at this time, but the presentation of the trophy for national competition provided the spark that was required to make it a very live issue throughout the Dominion.

The Ontario Hockey Association (O.H.A.) assumed the financial responsibility for the national Junior series in the first two years of operation. University of Toronto, O.H.A. champions won the first series in 1919. The Toronto students first defeated the Melville team of Montreal, and then won from the Regina Pats team, Abbot Cup winners in a two-game series at the Mutual Street Arena in Toronto, to take the first national championship. In 1920, the O.H.A. champions, the Toronto Canoe Club team, became the winners, defeating Loyola College of Quebec, Selkirks of Manitoba and Fort William Beavers of Thunder Bay in that order. First victory for Western

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## TROPHIES OF THE ASSOCIATION

Canada was in 1921 when the Winnipeg Falcons defeated Regina Victoria's, Fort William Rangers and then Stratford Midgets in the two game total goal final at Toronto by eleven goals to nine. That victory established the series as a national championship and it has been one of the great annual hockey fixtures ever since.

However at the Association's Annual Meeting in 1970, Junior "A" hockey was divided into two classifications, namely Major Junior and Junior "A". The OHA, QJHL and WCJHL were placed in the Major Junior category leading to the Memorial Cup and all other Junior teams across the country who were previously entered in Memorial Cup playdowns were placed in the Junior "A" category and played off for a new national trophy presented by the MB AHA. In completing this re-classification of Junior hockey for the 1970-71 season, new trophies were accepted by the Association and other trophies re-assigned as follows:

- Canadian Major Junior Championship - OHA Memorial Cup.
- Eastern Canada Major Junior Championship - George T. Richardson Memorial Trophy.
- Western Canada Major Junior Championship - Monseigneur Athol Murray Trophy.
- Canadian Junior "A" Championship - Centennial Trophy (MB).
- Atlantic Canada Junior "A" Championship - Callaghan Cup.
- Central Canada Junior "A" Championship - Dudley-Hewitt Trophy.
- Western Canada Junior "A" Championship - Abbott Memorial Cup.

### GEORGE T. RICHARDSON MEMORIAL TROPHY

The George T. Richardson Memorial Trophy was presented to Hockey Canada in April 1932 by James A. Richardson to perpetuate the memory of his brother, who died overseas. It is emblematic of the Eastern Canada Major Junior Championship and is a treasured trophy. Lieut. George T. Richardson was one of the hockey greats of Kingston and his fame endures forever as a great hockey person, as a good citizen and as a soldier, who gave up his life for his country.

### CENTENNIAL TROPHY (MANITOBA) (Retired)

The Manitoba Centennial Trophy, dedicated to all who contributed to the growth of amateur hockey in Manitoba, was presented to the Association by the Manitoba Amateur Hockey Association to commemorate their centennial year of 1970. The trophy was emblematic of the Junior "A" Championship of Canada and was played for the first time in 1971.

### CALLAGHAN CUP

This trophy is dedicated to Pius Callaghan for his outstanding contribution to amateur hockey in the province of Prince Edward Island. The trophy is emblematic of the Atlantic Canada Junior "A" Championship and was played for the first time in 1981.

## **TROPHIES OF THE ASSOCIATION**

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### **DUDLEY-HEWITT MEMORIAL TROPHY**

This trophy was put up by the Association in memory of the late George Dudley and W.A. Hewitt, both outstanding contributors to amateur hockey. The trophy is emblematic of the Central Junior "A" Championship of Canada and was played for the first time in 1971.

### **ABBOTT MEMORIAL CUP (Retired)**

Capt. E.L. (Hick) Abbott was a noted hockey player in Western Canada. He captained the Regina Victoria's when it won the Junior Championship of Canada in 1913 and 1914. Capt. Abbott died on active service in the war of 1914-1918 and the trophy was presented in his memory in 1919 by the Saskatchewan Amateur Hockey Association and is awarded annually for the championship of Junior "A" Hockey in Western Canada.

### **W.G. HARDY TROPHY (Retired)**

Although Inter-Branch Intermediate competition had taken place for many years, a National Championship, under sponsorship of this Association, did not take place until the spring of 1968. Sept Iles Mineurs, Quebec, became the first National Champions when they defeated Meadow Lake Stampeters in a series played at North Battleford, SK.

A new trophy, emblematic of this championship, was presented by a group of North Battleford realtors and the trophy was subsequently accepted by Hockey Canada and named in honour of Dr. W.G. Hardy of Edmonton, Hockey Canada Life Member.

At the Association's Annual Meeting in Winnipeg in 1984, the classification of teams competing for the "Hardy Trophy" was changed to Senior AA. When Hockey Canada decided to terminate a National Championship at this level of competition, the Hardy Trophy was retired.

### **EDMONTON JOURNAL TROPHY (Retired)**

Upon the establishment of competition between the Western Branches in Intermediate hockey The Journal of Edmonton presented a trophy to be emblematic of the championship of that series and this has done much to stimulate interest in Inter-Branch Intermediate competition in Western Canada, which has been conducted so successfully for many years.

### **COL. J. BOURQUE CUP**

Eastern Canada has not engaged in Inter-Branch Intermediate competition as long as Western Canada but when this competition was commenced a trophy emblematic of the Eastern Canada Intermediate Championship was provided by Colonel J. Bourque.

### **WILLS INTERNATIONAL TROPHY**

International competition has long been provided for and for many years competition has been carried on between clubs in the United States of America and Canada. In 1922, Hamilton B. Wills of Toronto provided this trophy to be emblematic of international competition between the United States of America and Canada.

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## TROPHIES OF THE ASSOCIATION

### TELUS CUP

With the introduction of Air Canada as the corporate sponsor of Hockey Canada came the birth of a National Midget Hockey Championship "The Air Canada Cup", which was unveiled at the 1978 CHA Annual General Meeting in Regina, SK.

The first Air Canada Cup National Midget Hockey Championship was held in Winnipeg, MB April 16-22, 1979 with Sainte-Foy, Quebec capturing the title. The Air Canada Cup is now retired and a new trophy, the Telus Cup, has been created, recognizing the new corporate sponsor, Telus. The first Telus Cup was won by the Saskatoon Contacts in Gatineau, Quebec in April 2005.

The Telus Cup, recognized as one of amateur hockey's most prestigious showcases, each year attracts the top Midget teams from the thirteen Branches of Hockey Canada.

### ABBY (ABIGAIL) HOFFMAN TROPHY

This trophy was introduced in 1982 at the first National Women's Hockey Championship held in Brantford, ON where the Ontario Women's Hockey Association unveiled this trophy to be presented to the gold medalists.

Abby Hoffman is a noted sports figure across Canada, formerly holding the Director General's position for Sport Canada, and played minor hockey on a boy's team until it was discovered she was a female. This story broke and made headlines around the world as Abby aroused the hockey realms attention by displaying that females would like the opportunity to play hockey. In her later years, Abby assisted Hockey Canada and the Branches in implementing a national women's hockey championship. As a result, it was the birth of the annual Senior "A" women's hockey championship, with representation from each province vying to win this prestigious trophy.

The inaugural winner of this trophy was the Agincourt Canadians from Ontario.

### FRED PAGE CUP

The Fred Page Cup was presented to Hockey Canada in 1995 by the Quebec Provincial Junior A Hockey League in recognition of the long time commitment which had been made by Fred Page to amateur hockey and particularly Junior hockey in Canada at both the Provincial level (British Columbia) and nationally. Fred Page was also a past President of the Canadian Amateur Hockey Association and was a long time life member (deceased) of this organization. It was won by the National de Joliette in 1995 and in 1996 was won by the Moncton Gagnon Beavers. The Fred Page Cup is emblematic of Junior A hockey supremacy in Eastern Canada.

## **TROPHIES OF THE ASSOCIATION**

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### **RBC CUP**

The acquisition of RBC Financial Group as a major corporate sponsor of Hockey Canada saw the creation of the RBC Cup, which is presented annually to the team winning the National Junior A Championship of Canada. The RBC Cup was first played for in 1996 and was won by the Vernon Vipers of the BCAHA.











CANADA

HockeyCanada.ca



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This is Exhibit <sup>"</sup>D<sup>"</sup> referred to in the  
affidavit of Bradley O'Grady  
sworn before me, this \_\_\_\_\_  
day of June, 2016  
[Signature]  
A commissioner for taking affidavits



1914-2014

HockeyCanada.ca

# By-Laws • Regulations • History

Effective 2014 - 2015 Season

As adopted at Ottawa, December 4, 1914 and amended to June 2014.



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HOCKEY CANADA

**BY-LAWS  
REGULATIONS  
HISTORY**

As amended to June 2014

This edition is prepared for easy and convenient reference only. Should errors occur, the contents of this book will be interpreted by the President according to the official minutes of meetings of **Hockey Canada**. The Handbook is published every two (2) years and any changes to the constitution that are approved during even numbered Seasons will be incorporated in the copy posted on the web site.

The Playing Rules of **Hockey Canada** are published in a separate booklet and may be obtained from the Executive Director of any Hockey Canada Branch, from any office of Hockey Canada or from Hockey Canada's web site.

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# **HOCKEY CANADA MISSION STATEMENT**

Lead, Develop and Promote Positive Hockey Experiences

Jim Hornell  
200, Terrace Hill Street  
Brantford, ON N3R 1G9



Chair of the Board  
Hockey Canada  
2013-14

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## **CHAIR'S MESSAGE FOR 2014-15**

Rules and regulations in sports go hand in hand. They are necessary and so are good people helping officiate, coach and administer hockey at all levels across the nation.

This year Hockey Canada responded to changes in the Federal laws and regulations that govern organizations such as ours. Many have worked hard to develop a new governance framework for Hockey Canada and we recognize the changes will require education and patience as we strive to make the game and our organization better.

Thank you for doing your part to respect the rules of our game and all those who have built our organization over the past 100 years. By doing so you promote a culture of fun, safety and development for all. Let your legacy be about respect for the rules and those who play, coach, officiate and cheer. Honor one another and you honor "your game".

Best wishes for a great season!

Jim Hornell

Chair of the Board  
Hockey Canada

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**HOCKEY CANADA  
BOARD OF DIRECTORS  
2014**

**Board Chair**

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## DECEASED LIFE PATRONS

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Wm. Northey

Capt. Jas T. Sutherland

W.A. Fry

Dr. W.G. Hardy

Cecil Duncan

A.W. Pickard

W.A. Hewitt

J.A. Dunn

Earl Dawson

Frank Sargent

Jack Devine

The Hon. Justice J.J. Kryczka

Gordon Jukes

Lionel Fleury

Art Potter

Fred Page

The Hon. Hanson T. Dowell Q.C.

Robert Lebel

Roland Mercier

Frank Libera

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Mike Ross	Chief Business Officer
Scott Smith	Chief Operating Officer
Paul Carson	Vice President, Hockey Development
Dana Gladstone	Vice President, Business Development & Partnerships
*Glen McCurdie	Vice President, Membership Services
Scott Salmond	Vice President, Hockey Operations/National Teams
TBD	Senior Director, Hockey Operations
Chris Bright	Executive Director, Hockey Canada Foundation
TBD	Director, Communications
*Sean Kelly	General Counsel
Jonah McEachern	Director, Operations
Dean McIntosh	Director, Events and Properties
Bruce Newton	Director, Business Development and Partnerships
TBD	Director, Financial Services
Aaron Wilson	Director, Creative Services and Brand
Todd Anderson	Senior Manager, Officiating
Craig Cameron	Senior Manager, Website
*Todd Jackson	Senior Manager, Insurance & Membership Services
Corey McNabb	Senior Manager, Coaching and Player Development
*Dale Ptycia	Senior Manager, Licensing
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TBD	Senior Manager, Events and Properties
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Adam Barrie	Manager, Human Resources
Jeff Beck	Manager, Events and Properties
TBD	Manager, Hockey Operations
Laurie Block	Manager, Business Development & Partnerships
TBD	Manager, National Teams Video
Shawn Bullock	Manager, Hockey Operations

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Adam Crockatt	Manager, Hockey Operations
Mandi Duhamel	Manager, Female Development
Francis Dupont	Manager, Media Relations/Communications
Kelly Findley	Manager, Graphic Design
Blair Foursha	Manager, Financial Services
Meghan Hunter	Manager, Female National Teams
Anne-Marie Lafave	Manager, Events and Properties
Jason La Rose	Manager, Content Services
Linda Liepert	Manager, Travel
Lizzie MacNeill	Manager, Social Media
Johanna Markin	Manager, Financial Services
Robin McDonald	Manager, Team Services Equipment
Johanne Poitras-Brien	Manager, Translation/Language services
Pier-Alexandre Poulin	Manager, School Programs
Lesley Reddon	Manager, Female National Teams
Greg Robertson	Manager, Development Programs
Jennifer Robins	Manager, Video/Photography Services
*Bryan Swain	Manager, Business Development & Partnerships
Chinh Vu	Manager, Information Technology
Janice Wasilew	Manager, Membership Services
*Chantal Desjardins	Senior Coordinator, Licensing
*Kevin Guertin	Senior Coordinator, Information Technology
Melanie Korody	Senior Coordinator, Inventory Control
*Jayne Livingston	Senior Coordinator, Insurance Programs
*Eli Allard	Coordinator, Help Desk
Jared Anderson	Coordinator, Website
Michael Bara	Coordinator, Coaching and Player Development
*Guillaume Beauchesne	Coordinator, Help Desk
*Gilbert Beaudry	Coordinator, Help Desk
*Guy Belair	Coordinator, Help Desk
Richard Bell	Coordinator, Graphic Design
Marc-André Blain	Coordinator, Translation/Language services
David Brien	Coordinator, Content Services
Jeremy Brown	Coordinator, Photo/Video Services
David Brownrigg	Coordinator, Shipping/Receiving
TBD	Coordinator, Female National Teams
*Marisa Delgiudice	Coordinator, Insurance Programs
*Isabelle Dupuis	Coordinator, Insurance Programs
James Emery	Coordinator, Photo/Video Services
Olive Gelmich	Coordinator, Accounts Payable
Keegan Goodrich	Coordinator, Media Relations
Wendy Graves	Coordinator, Content Services
Spencer Hamilton	Coordinator, Events and Properties

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Bernice Heth  
April Hunt  
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Brandon Isenberg  
Jenna Karpoff  
Azadeth Khademnia  
Eric Lavoie  
Amber Lesage  
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Teaghan Marconi  
Jacob Martin  
Bayne Pettinger  
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Karli Wolodko  
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Coordinator, International Event Accounting  
Coordinator, Accounts Receivable  
Coordinator, Graphic Design  
Coordinator, Events and Properties  
Coordinator, Business Development & Partnerships  
Coordinator, Events and Properties  
Coordinator, Financial Services  
Coordinator, Translation/Language services  
Coordinator, Female National Teams  
Coordinator, Development  
Coordinator, Membership Services  
Coordinator, Events and Properties  
Coordinator, Hockey Operations  
Coordinator, Website  
Coordinator, Administration and Transfers  
Coordinator, Hockey Operations/Development  
Coordinator, Social Media

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Blair Peterson

Executive Assistant, Chief Executive Officer  
Executive Assistant, Human Resources & Commercial  
Executive Assistant, Chief Operating Officer & HC Foundation

Roya Tahmasebipour

Receptionist - Calgary

Al Coates  
Norm Dueck  
Mel Davidson  
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Adam Douglas  
Ryan Jankowski

Advisor, Special Projects  
Special Projects  
GM, National Women's Team Programs  
Head Coach, Women's National Team  
Strength and Conditioning Coach  
Head Scout, Men's National Teams

\*Even Debs  
\*Joseph Morin  
\*Richard Steeves  
\*Cagdas Essiz

Project Lead Programmer  
Senior Programmer  
Senior Programmer  
Junior Programmer

---

## 2015 & 2017 WORLD JUNIOR CHAMPIONSHIP

Pat McEleney	Executive Director, 2015 & 2017 WJC
Marie-Christine Boucher	GM, Montreal, 2015 & 2017 WJC
Darryl Boynton	GM, Toronto, 2015 & 2017 WJC
Ludovic Lord	City Lead, Montreal, 2015 & 2017 WJC
Riley Wiwchar	City Lead, Montreal, 2015 & 2017 WJC
Jill Hamilton	City Lead, Toronto, 2015 & 2017 WJC
Brodie O'Keefe	City Lead, Toronto, 2015 & 2017 WJC
Anne-Marie Durnin	Event Coordinator, Montreal, 2015 & 2017 WJC
Erin Andrews	Event Coordinator, Toronto, 2015 WJC

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Ryan Hurley	Manager, HCRC Ontario
Brendan Taylor	Coordinator development, Ontario Regional Centre
<b>HCRC Quebec</b>	
François Bouchard	Manager, HCRC Québec

---

## PARTNER ORGANIZATIONS

**Aboriginal Sport Circle**

275 MacLaren Street  
Ottawa, ON  
K2P 0L9  
[aboriginalcircle.com/profile](http://aboriginalcircle.com/profile)

**Canadian Armed Forces**

Major-General George R Pearkes Building  
101 Colonel By Drive  
Ottawa, ON  
K1A 0K2  
[forces.gc.ca](http://forces.gc.ca)

**Canadian Ball Hockey Association**

9107 Norum Road  
Delta, BC  
V4C 3H9  
[cbha.com](http://cbha.com)

**Canadian Hockey League**

305 Milner Avenue, Suite 201  
Scarborough, ON M1B 3V4  
[chl.ca](http://chl.ca)

**Canadian Junior Hockey League**

[cjh1hockey.com](http://cjh1hockey.com)

**Hockey Canada Foundation**

201-151 Canada Olympic Road SW  
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[hockeycanada.ca](http://hockeycanada.ca)

**Canadian Inter-University Sport**

801 King Edward, Suite N205  
Ottawa, ON  
K1N 6N5  
[cis-sic.ca](http://cis-sic.ca)

**National Hockey League**

1251 Avenue of the Americas  
New York, NY  
10020-1198  
[nhl.com](http://nhl.com)

**National Hockey League Player's Association**

20 Bay Street, Suite 1700  
Toronto, ON  
M5J 2N8  
[nhlpa.com](http://nhlpa.com)

**National In-line Hockey Association - Canada**

Box 931  
Red Deer, AB  
T4N 5H3  
[niha.ca](http://niha.ca)

**The Canadian Deaf Ice Hockey Federation**

1244 Underwood Drive  
Mississauga, ON  
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[cdihf.deafhockey.com](http://cdihf.deafhockey.com)

**The Canadian Amputee Hockey Committee**

[canadianamputeehockey.ca](http://canadianamputeehockey.ca)

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HOCKEY CANADA

**BY-LAWS  
REGULATIONS  
HISTORY**

**I. OVERVIEW**

**1. Definitions** – The following terms have these meanings in these By-laws:

- a) Act – the Canada Not-for-Profit Corporations Act, S.C. 2009, c.23, including the Regulations made pursuant to the Act, and any statutes or regulations that may be substituted, as amended from time to time;
- b) Articles – the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of Hockey Canada;
- c) Auditor – a Public Accountant, as defined in the Act, appointed by the Members by Ordinary Resolution at the Annual Meeting to audit the books, accounts, and records of Hockey Canada for a report to the Members at the next Annual Meeting;
- d) Board – means the Board of Directors of Hockey Canada;
- e) Branch – means any one of the Member organizations described in By-Law 9.1;
- f) Chair of the Board – means the Chair of the Board of Directors of Hockey Canada;
- g) Club – means a local Minor Hockey Association operated and controlled by a duly elected Executive or Board of Directors.
- h) Days – days inclusive of weekends and holidays;
- i) Delegate – means an individual who is designated by a Member to represent that Member's interests at a Members' Meeting;
- j) Director – an individual elected or appointed to serve on the Board pursuant to these By-laws;
- k) Division – means the classes of hockey operated within Hockey Canada, as further described in the Regulations;
- l) Head Office – has the meaning described in By-Law 3.1;
- m) IIHF – means the International Ice Hockey Federation;
- n) Member – has the meaning described in By-Law 8.1 and, where appropriate, means the designated individual, Delegate or representative duly authorized to appear for and make decisions on behalf of such Member;
- o) Members' Meeting – means any Annual or Special Meeting;
- p) Officer – an individual appointed to serve as an Officer of the Corporation pursuant to these By-laws;
- q) Ordinary Resolution – a resolution passed by a majority of the votes cast on that resolution;

- r) **Playing Rules** – means the rules that govern the game of hockey in Canada, as set out in the Official Rule Book of Hockey Canada, as amended from time to time;
- s) **President** – means the person appointed to serve as President of Hockey Canada by the Board and, where appropriate, may include such person duly designated by the President to act in that capacity;
- t) **Proposal** – a notice submitted to Hockey Canada by a Member specifying a matter that the proposing party wishes to raise at a meeting and that meets the requirements of Section 163 of the Act;
- u) **Qualified Donee** – has the meaning assigned by the Income Tax Act;
- v) **Regulations** – means the Regulations of Hockey Canada, as amended from time to time;
- w) **Residential School** – has the meaning set out in the Regulations;
- x) **Season** – means the annual hockey season which commences on June 1 and ends on May 31 of the following year;
- y) **Special Resolution** – a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution;
- z) **Sports School** – means a Hockey Canada Sports School as defined in the Regulations; and
- aa) **Work Group** – has the meaning described in By-Law 51.

## **2. Name and Purpose**

- 2.1 The name of the organization shall be Hockey Canada.
- 2.2 Hockey Canada is the self-governing body of amateur hockey, including sledge hockey, in Canada.
- 2.3 Hockey Canada represents Canada internationally and is a member of the IIHF.
- 2.4 A Special Resolution passed by the Members is required to make any amendment to the organization's name.

## **3. Head Office**

- 3.1 The Head Office of Hockey Canada shall be in Calgary, Alberta. The Board may establish such other offices as the affairs of Hockey Canada may require.
- 3.2 A Special Resolution passed by the Members is required to make any amendment to the province in which the Head Office of Hockey Canada is located.

## **BY-LAWS**

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### **4. Objectives**

4.1 The objectives of Hockey Canada are to:

- a) Regulate amateur hockey in Canada and establish uniform playing rules;
- b) Promote the sport of amateur hockey in Canada, on a nationwide basis;
- c) Oversee a structure that includes Branches, Clubs, associations, leagues, and teams involved in amateur hockey;
- d) Deliver a training program that brings promising athletes from the grassroots level to national and international levels through various qualifying competitions;
- e) Manage national teams to participate in international competitions;
- f) Stage and sanction regional, national, and international competitions and sanction local and Branch competitions;
- g) Act as Canadian representative on the IIHF;
- h) Provide a training and certification program for coaches and officials, and provide training programs for other hockey development programs; and
- i) Carry out fundraising activities and redistribute funds for local Clubs and Branch organizations.

### **5. Fiscal Year**

5.1 The fiscal year of Hockey Canada begins on July 1 and ends on June 30 the following year, unless otherwise determined by the Board by way of Ordinary Resolution.

### **6. Official Languages**

6.1 The official languages of Hockey Canada are English and French. Simultaneous translation between English and French will be provided at all Members' Meetings and at plenary sessions of all Congresses. Official documents will be published in English and French.

### **7. Compliance**

7.1 Hockey Canada is a self-governing organization. Membership in Hockey Canada and its constituent bodies is voluntary. Membership in Hockey Canada includes:

- (a) acceptance of the final and binding authority of Hockey Canada;
- (b) adherence to and observance of the By-Laws, Regulations, Playing Rules, Policies and related decisions of Hockey Canada;

- (c) acceptance of and subscription to such insurance coverage and membership fees as may be approved and made mandatory by Hockey Canada from time to time;
- (d) acceptance of the final and binding authority of the IIHF in relation to all international matters;
- (e) acknowledgement that the Members share the same goals, philosophies and responsibilities and agree to be governed by a uniform set of rules and regulations that Hockey Canada may establish from time to time.

## **II. MEMBERSHIP**

### **8. Member Classes**

- 8.1 Hockey Canada shall have only one class of Members. Those Members are the duly constituted Provincial, Regional or Territorial Associations/Federations (commonly referred to as Branches) listed in By-Law 9.1 that are responsible for the management of amateur hockey within their geographic region and that shall have the responsibility for representing their constituents at Hockey Canada meetings.

### **9. Members**

- 9.1 Each of the following geographic regions shall be governed by one Member registered with Hockey Canada in accordance with these by-laws, namely:
- (a) the British Columbia Amateur Hockey Association shall have jurisdiction over the Province of British Columbia and the Yukon Territory;
  - (b) Hockey Alberta shall have jurisdiction over the Province of Alberta;
  - (c) the Saskatchewan Hockey Association shall have jurisdiction over the Province of Saskatchewan;
  - (d) Hockey Manitoba shall have jurisdiction over the Province of Manitoba;
  - (e) Hockey Northwestern Ontario shall have jurisdiction over that part of Northwestern Ontario west of the 85th meridian;
  - (f) Hockey Eastern Ontario shall have jurisdiction over the portion of the Province of Ontario lying east of and including the Counties of Leeds, Lanark and Renfrew except the town of Gananoque and the portion west of Highway number 32 and south of Highway number 15;
  - (g) the Ontario Hockey Federation shall have jurisdiction over the Province of Ontario other than those portions described in subparagraphs (e) and (f) herein;
  - (h) Hockey Québec shall have jurisdiction over the Province of Québec;



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- (i) Hockey New Brunswick shall have jurisdiction over the Province of New Brunswick;
- (j) Hockey Nova Scotia shall have jurisdiction over the Province of Nova Scotia;
- (k) Hockey PEI shall have jurisdiction over the Province of Prince Edward Island;
- (l) Hockey Newfoundland and Labrador shall have jurisdiction over the Province of Newfoundland and Labrador; and
- (m) Hockey North shall have jurisdiction over the Northwest Territories and Nunavut.

9.2 Each Member, as a condition precedent to membership in Hockey Canada, shall adopt By-Laws, Regulations, Playing Rules and Policies that conform to the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada. Membership shall be acquired by application in writing to the Board through the Chief Financial Officer of Hockey Canada, expressing compliance with and adherence to the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada, accompanied by the requisite fee for membership and a copy of the applicant's By-Laws, Regulations and Policies. Membership shall take effect upon approval of the application by the Board by Ordinary Resolution.

9.3 Members may establish conditions for accepting new Members.

9.4 A Special Resolution passed by the Members is required to create a new class or group of members, or to change a condition required for being a Member.

## **10. Members' Rights**

10.1 Members have the following rights:

- (a) to receive notices of Members' Meetings;
- (b) to attend and speak at Members' Meetings;
- (c) to submit Proposals for inclusion on the agenda of Members' Meetings;
- (d) to vote in accordance with Hockey Canada's By-Laws at any Members' Meeting on matters including, but not limited to, By-Law, Regulation and Playing Rule changes and the election of the Board;
- (e) to attend Congresses;
- (f) to participate in competitions and other programming organized by Hockey Canada;
- (g) to classify the teams under their jurisdiction into Divisions consistent with Hockey Canada's age limits;
- (h) to exercise all other rights and privileges arising from the By-Laws and Regulations of Hockey Canada, and such other rights and privileges as the Board may, from time to time, determine.

- 10.2 A Member may exercise total autonomy by way of interpreting and applying Regulations, Playing Rules, Policies, Board of Directors' decisions and national rulings in a more restrictive manner.
- 10.3 A Member may make special application to the Board to have Regulations, Playing Rules, Policies, Board of Directors' decisions and national rulings applied in that Member's geographic region in a less restrictive manner.
- 10.4 A Special Resolution passed by the Members is required to change any of the rights described in this By-Law.

## **11. Member Obligations**

- 11.1 Each Member is obliged and empowered to foster, conduct and control amateur hockey within its geographic region in a manner consistent with Hockey Canada's By-Laws, Regulations, Playing Rules, Policies and Board decisions. All games played within a Member's geographic region, and the qualification of all Registered Participants competing in such games, must conform to such By-Laws, Regulations, Playing Rules, Policies and decisions.
- 11.2 Subject to By-Laws 10.2 and 10.3, no Member shall amend its By-Laws, Regulations, Playing Rules or Policies in a manner that conflicts with the By-Laws, Regulations, Playing Rules or Policies of Hockey Canada. Every Member shall submit all amendments or changes to its By-Laws or Regulations, together with a complete list of its board of directors or similar executive body, in writing annually to the Chief Financial Officer of Hockey Canada, who will include the details of such compliance in his annual report to the Board.
- 11.3 Each Member shall pay an annual assessment, which shall be determined by the Board. An interim payment, based on fifty percent (50%) of the current year's assessment will become due and payable to Hockey Canada on December 1 with the remainder due and payable on April 1 the following year. Any Member who does not pay such fees in total by April 1 shall be notified within seven (7) Days by the Chief Financial Officer of Hockey Canada and may have its membership rights suspended. Failure to pay by July 1 may result in disciplinary sanctions including, without limitation, expulsion from Hockey Canada.
- 11.4 Each Member shall ensure that the Board, through a qualified auditor, shall have immediate access on demand to all books, vouchers, receipts, and records that generally pertain to the finances and operation of that Member, or of any league or Club affiliated with such Member. If the auditor's report to the Board documents a qualified or adverse opinion, the Board may take appropriate disciplinary measures.
- 11.5 Each Member shall comply fully with all other duties arising from the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada.

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- 11.6 A Special Resolution passed by the Members is required to make any addition, change or deletion to the obligations of membership described in this By-Law.
- 11.7 A membership in Hockey Canada is not transferrable.

## **III. PARTNERS**

### **12. Partners**

- 12.1 Hockey Canada, through its Board, may grant Partner status to organizations that Hockey Canada has recognized as significant stakeholders in the game of hockey in Canada.
- 12.2 The current Partners of Hockey Canada include:
- (a) Canadian Hockey League
  - (b) Canadian Junior Hockey League;
  - (c) National Hockey League;
  - (d) National Hockey League Players' Association;
  - (e) Canadian Interuniversity Sport;
  - (f) Hockey Canada Foundation;
  - (g) Aboriginal Sport Circle;
  - (h) National In-Line Hockey Association;
  - (i) Canadian Ball Hockey Association;
  - (j) Canadian Deaf Ice Hockey Federation;
  - (k) Canadian Amputee Hockey Committee; and
  - (l) Canadian Armed Forces.
- 12.3 The Board by way of Ordinary Resolution may grant Partner status to additional organizations at such times and on such terms as it deems appropriate.
- 12.4 Partners are entitled to such rights and have such responsibilities as the Board may, from time to time, determine.
- 12.5 Partners shall have no voting rights, other than in the Councils, Committees or Work Groups on which they serve, and shall not be deemed Members of Hockey Canada.
- 12.6 The Board may terminate any Partner's status by way of Ordinary Resolution.

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## IV. OTHER STAKEHOLDERS

### 13. General

- 13.1 In addition to the Members and Partners, Hockey Canada recognizes that its' Registered Participants, Referee-in-Chief, Life Patrons and Athlete Representatives all contribute to the success of Hockey Canada.

### 14. Registered Participants

- 14.1 Any person, Club, team, Association, league, Sports School, Residential School or similar entity registered with Hockey Canada or any of its Members, or any person, affiliated with or associated with, in any capacity whatsoever, any Club, team, league, Sports School, Residential School or similar entity participating in games or activities of any kind sponsored or organized by Hockey Canada or any of its Members, including but not limited to the parents or legal guardians of any minor aged participant registered in Hockey Canada programming, shall not have membership status within Hockey Canada but, rather, shall be referred to throughout these By-Laws as a "Registered Participant".
- 14.2 Participation in Hockey Canada programming is voluntary. Registration within programming offered by Hockey Canada or one of its Members entails acceptance by the Registered Participant, including the parents or legal guardians of any minor aged registrant of the final and binding authority of rules and decisions of the Board, adherence to and observance of the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada and acceptance of and subscription to such insurance coverage and Registered Participant registration fees as may be approved and made mandatory from time to time by the Board.

### 15. Athlete Representatives/Referee-in-Chief/Life Patrons

- 15.1 The Board shall appoint an athlete from each of Hockey Canada's Male, Female and Sledge hockey programs to represent that program's interests.
- 15.2 A Referee-in-Chief shall be appointed by the Board for a two year term by way of Ordinary Resolution at each Annual Meeting occurring in an even numbered year. The Referee-in-Chief shall be responsible for reporting to and advising the Board on matters relating to all aspects of officiating.
- 15.3 Life Patrons are individuals acknowledged for their distinguished contributions to Hockey Canada.
- 15.4 Athlete Representatives, the Referee-in-Chief, and Life Patrons shall each have such

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rights and privileges as the Board may from time to time determine, but shall not be entitled to vote, other than in the Councils, Committees or Work Groups to which they may be assigned, and will not be deemed to be Members.

## **V. RESIGNATION, SUSPENSION, EXPULSION, TERMINATION**

### **16. Resignation**

16.1 Any Member may resign from Hockey Canada by submitting a resignation in writing. In order to be effective, any such written resignation must be received by the Chief Financial Officer of Hockey Canada at least six months prior to Hockey Canada's Annual Meeting, otherwise, the Member shall retain that status for the following year and any financial responsibilities associated with that status under these By-Laws shall remain in effect.

### **17. Suspension**

- 17.1 The Board by way of Ordinary Resolution may suspend any Member that breaches or violates any decision of the Board or any By-Law, Regulation, Playing Rule or Policy of Hockey Canada. Any such suspension shall have immediate effect, and shall continue until the earlier of the date upon which the Board lifts it, or until the next Members' Meeting, where it may be extended by way of Ordinary Resolution of the Members in attendance at that meeting and on such terms as those Members deem appropriate. The suspended Member shall not be included in the calculation of the number of votes required to constitute a majority.
- 17.2 A suspended Member shall lose its rights within Hockey Canada including the right to vote. Other Members and Partners may not engage in any hockey related activity with a suspended Member unless authorized by the Board.
- 17.3 If a Member is suspended, the Board shall proceed with the organization of such groups and leagues within the territory of that suspended Member for the then current Season as may be necessary to enable Clubs so desiring to participate in the games within the geographic region previously managed by that Member, and to declare winners to represent that region in inter-Branch play-offs.
- 17.4 Without limiting or restricting the generality of anything elsewhere contained in the By-Laws, Regulations, Playing Rules and Policies, and without limiting any of the specific or general powers of the Board, any breach or violation by any Registered Participant of any provision of the By-Laws, Regulations, Playing Rules and Policies, or of any decision of the Board may result in an immediate indefinite suspension or expulsion

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of that Registered Participant, including any Club or team with whom that Registered Participant is associated or affiliated, in accordance with the powers of the Chair set out in By-Law 32.4.

- 17.5 Any suspension imposed under these By-Laws shall continue until the requirements for lifting the suspension have been met. The Board may remove or remit, on such conditions as it may deem fit, any suspension or penalty that has been imposed by the Board or by operation of any of the provisions of these By-Laws.

## **18. Expulsion**

- 18.1 The Board may expel a Member or terminate its relationship with a Partner that:
- (a) fails to fulfill its financial obligations to Hockey Canada;
  - (b) seriously or repeatedly violates the By-Laws, Playing Rules, Regulations, directives, policies or decisions of Hockey Canada or the IIHF; or
  - (c) is deemed to have brought the sport of hockey into disrepute.
- 18.2 At least seventy-five percent (75%) of the Board must be present for an expulsion described in By-Law 18.1 to be valid. The motion for expulsion must be passed by Special Resolution of the Directors in attendance.
- 18.3 A Member, Life Patron, Referee-in-Chief, or Registered Participant may be suspended or expelled from Hockey Canada in accordance with Hockey Canada's policies and procedures relating to discipline. Except as provided in By-Law 32.4, no suspension or expulsion may occur under these By-Laws unless the Board has provided the party facing such potential discipline with a statement of the reason or reasons for the proposed discipline. The statement shall be provided at least thirty (30) Days prior to the meeting at which the proposed disciplinary sanction is to be voted on, and shall include a notice of the place and time when the disciplinary meeting will be occurring. The party facing potential discipline shall be given an opportunity to be heard prior to any decision being rendered.
- 18.4 Hockey Canada's relationship with a Partner may be terminated in the manner set out in the agreement between that Partner and Hockey Canada.

## **19. Effect of Resignation, Expulsion or Termination**

- 19.1 Loss of Membership status by resignation or expulsion, or of Partnership status by termination, immediately terminates all rights and privileges that the Member or Partner enjoyed within Hockey Canada, but does not relieve that Member or Partner from its financial obligations to Hockey Canada, other Members or Partners, or anyone else to whom the Member or Partner may have a financial obligation for which Hockey Canada may bear liability.

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- 19.2 Following the resignation or expulsion of a Member, the Board may award membership status to another entity which will then be authorized by the Board to manage amateur hockey within the geographic region formerly under the control of the resigning or expelled Member, or may otherwise reorganize or divide the region of such former Member among the other Members and any other entity, as the Board deems appropriate.

## **VI. MEETINGS**

### **20. General Provisions**

- 20.1 The current edition of Robert's Rules of Order shall be used as a reference at any Board or Members' Meeting so far as they may be applicable without coming into conflict with the act of incorporation, Articles, By-Laws, Regulations and Policies adopted by Hockey Canada.
- 20.2 At all Board meetings, a quorum shall consist of a majority of the number of Directors.
- 20.3 At all Members' Meetings, a quorum shall consist of those Members holding a majority of the votes that are eligible to be cast at a meeting of Members.
- 20.4 All Members' Meetings, except a Special Meeting requested under By-Law 22.1(b), shall be called by the President on order of the Chair of the Board. The President shall send notice of the time and place of Members' Meetings to each Director and to the office of each Member. Such notice shall be sent by mail, courier, personal delivery, telephonic, electronic or other communication facility not less than twenty-one (21) Days before the meeting and shall be accompanied by a meeting agenda and reasonable information to permit Members to make informed decisions. Members' Meetings may be held upon shorter notice provided waivers of notice are given in writing by all Members having voting rights at that meeting.
- 20.5 If the Directors or Members call a meeting of Members, those Directors or Members, as the case may be, may determine that the meeting shall be held entirely by means of a telephonic, electronic, or other communication facility that permits all participants to communicate adequately with each other during the meeting.
- 20.6 Delegates to all Members' Meetings shall be affiliated with the Member which they represent. Members will provide Hockey Canada with written notice of the names of its Delegates ten (10) Days prior to the Members' Meeting that the Delegate will be attending. An alternate Delegate may be substituted for a named Delegate who is unable to attend the Members' Meeting.
- 20.7 Copies of the minutes of all Members' Meetings shall be forwarded as expeditiously as possible after such meetings to members of the Board of the Directors and the offices of each Member.

- 20.8 A Special Resolution passed by the Members is required to make any change to the manner of giving notice described in By-Law 20.4.
- 20.9 Speaking privileges at any Members' Meeting are reserved for the Board, Delegates, the President of Hockey Canada, and such other persons as may be recognized by the Chair.

## **21. Annual Meeting**

- 21.1 The Annual Meeting of Hockey Canada shall be held at a time and place to be determined by the Board. The Annual Meeting shall be held no later than six (6) months after the end of Hockey Canada's preceding financial year.
- 21.2 At Annual Meetings, the following shall be the order of business:
- (a) presentation of Delegates' credentials;
  - (b) roll call of Delegates;
  - (c) establishment of quorum;
  - (d) approval of minutes;
  - (e) Chair of the Board's report;
  - (f) President's Report;
  - (g) Board report;
  - (h) registration and finance reports;
  - (i) approval of financial statements;
  - (j) appointment of auditor;
  - (k) admissions, suspensions and expulsions;
  - (l) amendments to By-Laws, Regulations and Playing Rules;
  - (m) general or new business;
  - (n) elections;
  - (o) date and place of next Annual Meeting;
  - (p) adjournment.

## **22. Special Meeting**

- 22.1 Special Meetings shall be held when requested by:
- (a) 2/3 of the Board in a written submission to the President; or
  - (b) Members who collectively hold at least five per cent (5%) of the votes that may be



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cast at a meeting of Members. Any such request shall be made in a written submission to the President and the Board, and must set out the purpose for which such meeting is being requested.

22.2 Any Special Meeting requested under By-Law 22.1(b) shall be called by the Board within twenty-one (21) Days of its receipt of the request.

22.3 The President shall prepare the agenda for the Special Meeting, and shall limit that agenda to the items specified in the Special Meeting request.

22.4 The agenda of a Special Meeting may not be altered.

### **23. Congresses**

23.1 The Board shall schedule Congresses at such times and places as it determines. The agenda for such Congresses shall be determined by the Board, and may focus on issues including, but not limited to, the execution of Board priorities, technical workshops, professional development, policy issues, and governance.

### **24. Voting**

24.1 Each Member, with the exception of Hockey Québec and the Ontario Hockey Federation, is entitled to cast two (2) votes on any matter on which Members are entitled to vote.

24.2 Hockey Québec and the Ontario Hockey Federation are each entitled to cast five (5) votes on any matter on which Members are entitled to vote.

24.3 Decision shall be by a majority of the votes cast, unless the favourable vote of a larger proportion of the votes is required by these By-Laws. The Chair of the Board shall cast a ballot only in the event of a tie on any matter in which the Board is entitled to vote. In all other cases, the Chair shall not vote.

24.4 Absentee voting is prohibited, except in the case of a meeting conducted in accordance with By-Law 20.5. If a vote is held during any meeting that occurs wholly by means of telephonic, electronic, or other communication facility, the Chair of the meeting shall ask each participant holding voting rights to vote orally, and shall add tabulate and report the result to the participants. Voting by proxy is prohibited in all circumstances.

24.5 At meetings other than those described in By-Law 20.5, voting shall be by a show of hands unless a ballot is demanded by a Member entitled to vote at the meeting, or the By-Laws specifically require a secret ballot.

24.6 In lieu of conducting a formal vote on any resolution that can be adopted by a Ordinary Resolution, the Chair may ask the Members to indicate whether there are any objections to a particular resolution that has been put forward. If any objections are noted, the resolution shall be put to a formal vote. If no objections are noted, the resolution shall be deemed to be adopted by consensus, and no formal vote will be required.

- 24.7 A Special Resolution passed by the Members is required to make any amendment to the method of voting by Members not in attendance at a meeting, as described in By-Law 24.4.

## **VII. BOARD OF DIRECTORS**

### **25. Role**

- 25.1 The Board shall manage, or supervise the management of, the activities and affairs of Hockey Canada, and is accountable to the Members which it serves.

### **26. Composition and Eligibility**

- 26.1 The Board shall consist of:

- (a) nine (9) Directors elected by the Members; and
- (b) up to one (1) Director appointed by the Directors elected in subparagraph (a).

- 26.2 All Directors, within thirty (30) Days of taking office, shall divest themselves of any active executive position within a Member organization including, without limitation, a position on the board of directors of that Member, or any executive position within a Club, league or team. Any person seeking election as a Director shall declare any conflict of interest in advance of seeking election, in accordance with Hockey Canada's Conflict of Interest Policy.

- 26.3 No Director may be a paid employee of Hockey Canada or of a Member or of a Partner.

- 26.4 In order to qualify to become or act as a Director, an individual must:

- (a) be a citizen or permanent resident of Canada;
- (b) be at least eighteen (18) years of age;
- (c) not be an undischarged bankrupt;
- (d) have the capacity under law to contract;
- (e) not have been declared incapable by a court in Canada or in another country.

- 26.5 A Special Resolution passed by the Members is required to increase or decrease the number of Directors set out in By-Law 26.1.

### **27. Nominations**

- 27.1 Nominations for the position of elected Director may only be submitted by a Member or the Chair of the Nominating Committee. No Member may submit a number of nominations that exceeds the number of Directors' positions available for election.

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- 27.2 All nominations for the position of elected Director must be submitted to the Chair of the Nominating Committee, at least ninety (90) Days prior to the commencement of the Annual Meeting, and shall include a resume of the candidate's credentials, and a written statement by the candidate expressing a willingness to serve as a Director. The Nominating Committee shall forward all nominations to the Members at least thirty (30) Days prior to the commencement of the Annual Meeting.
- 27.3 Nominations from the floor at the Annual Meeting are not permitted.

### **28. Elections**

- 28.1 At each Annual Meeting, elections shall be held to fill the positions of the elected Directors whose terms have expired. The election of Directors shall be conducted by secret written ballot. The names of all of the nominees for elected Directors' positions shall appear on the ballot.
- 28.2 Each Member in attendance at the Annual Meeting shall receive a number of ballots equal to the number of votes that the Member is entitled to cast as described in By-Law 24. Each Member shall designate one or more of its Delegates to vote on that Member's behalf. Any ballot containing votes for a number of nominees other than the number of available Directors' positions, shall be considered spoiled and shall not count as a vote cast when calculating the number of votes necessary to constitute a majority. The available Board positions shall be filled by the nominees receiving the most votes.
- 28.3 If there is a tie for the final Director's position or positions, the names of the tied nominees shall appear on a new ballot, and the voting procedure described in By-Laws 28.1, 28.2 and 28.3 shall continue until all of the Directors positions have been filled. In the event of a deadlock, the final Director's position or positions shall be filled by a random draw conducted by the Chair of the Nominating Committee, from among the deadlocked nominees.
- 28.4 Upon the completion of the elections, only the names of the elected Directors shall be announced at the Annual Meeting by the Chair of the Nominating Committee. All election ballots will be destroyed after those names are announced.
- 28.5 At the first Annual Meeting after these By-Laws come into effect, the Members shall elect nine (9) Directors, including the Chair of the Board. The Chair and the four (4) elected Directors receiving the greatest number of votes shall serve a two (2) year term. The remaining four (4) elected Directors shall serve a one (1) year term. At every subsequent Annual Meeting, Directors shall be elected to fill any expired terms for a two (2) year term in accordance with By-Law 30.1 unless otherwise specified in these By-Laws.

**29. Appointment of Directors**

- 29.1 The Board may include appointed Directors in a number that does not exceed the maximum specified in By-Law 26.1(b).
- 29.2 Within thirty (30) Days of receiving a request from the elected Directors, the Chair of the Nominating Committee shall forward to the Board the names of individuals recommended by the Nominating Committee to fill any appointed positions.
- 29.3 The elected Directors by Special Resolution, may appoint a recommended candidate to serve as an appointed director.

**30. Term**

- 30.1 Elected Directors shall serve a two (2) year term unless otherwise specified in the By-Laws. The term shall commence at the end of the Annual Meeting at which they were elected, and terminates at the end of the Annual Meeting occurring approximately two (2) years later.
- 30.2 The term of every appointed Director shall commence at the date of such appointment and expires immediately upon the close of the next Annual Meeting.
- 30.3 No elected Director whose term is expiring may run for re-election at an Annual Meeting if that Director has already served on the Board for at least eight (8) consecutive years on or before the commencement date of that Annual Meeting. Any such Director shall not be eligible to stand for election or appointment to the Board for a period of two (2) consecutive years thereafter.
- 30.4 Any Director appointed under By-Law 29 who has served in that capacity in four consecutive calendar years shall not be eligible to stand for appointment to the Board for a period of two (2) consecutive years thereafter.

**31. Election of Chair**

- 31.1 The Members shall elect the Chair of the Board for a two (2) year term at each Annual Meeting occurring in an even numbered year using the procedure generally described in By-Law 28.
- 31.2 The following individuals are eligible to stand for election as Chair of the Board:
  - (a) any current elected Director whose term does not expire at the Members' Meeting where the election is occurring; or
  - (b) any individual nominated for the position of elected Director in accordance with By-Law 27.2.

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- 31.3 Any individual described in By-Law 31.2 who wishes to run for the position of Chair of the Board shall, no later than forty-five (45) Days prior to the Annual Meeting at which the elections will be occurring, instruct the Chair of the Nominating Committee to include that individual's name on the ballot for the position of Chair of the Board. The Nominating Committee shall send a list of the candidates for the Chair of the Board position, along with any supporting documentation, to the Members at least thirty (30) Days prior to the commencement of the Annual Meeting.
- 31.4 The candidate receiving the most votes shall be declared elected as Chair of the Board. If more than one Chair of the Board candidate receives the highest number of votes on the first ballot or any subsequent ballot, the candidates who receive less than the highest number of votes on the current ballot shall be removed from the ballot and voting will continue until one candidate is the sole recipient of the most votes. In the event of a deadlock, the Chair of the Board shall be selected by a random draw conducted by the Chair of the Nominating Committee, from among the deadlocked candidates.
- 31.5 Following the election of the Chair of the Board at the Annual Meeting, all of the remaining nominees described in By-Law 27.2, including nominees described in By-Law 31.2(b) who unsuccessfully ran for the position of Chair of the Board, shall be eligible to run for the vacant elected Board positions using the procedure generally described in By-Law 28.
- 31.6 Any individual described in By-Law 31.2(a), who is elected as Chair of the Board, shall immediately resign from his previous position as a Director, and elections to fill the positions of the elected Directors whose terms have expired and the Director's position vacated by the new Board Chair shall proceed. The four (4) nominees receiving the greatest number of votes shall serve a two (2) year term, and the nominee receiving the next highest number of votes shall serve a one (1) year term.
- 31.7 No individual may serve more than two (2) consecutive two (2) year terms as Chair of the Board.

### **32. Duties of Chair**

- 32.1 The Chair of the Board shall preside at all meetings of the Board and Members' Meetings. In the Chair of the Board's absence, the Board shall, by Ordinary Resolution, designate a Director to serve as Chair of the Board.
- 32.2 The Chair of the Board shall be a representative for Hockey Canada at all Congresses of the IIHF.
- 32.3 The Chair of the Board shall be an alternate signing Officer of Hockey Canada.
- 32.4 The Chair of the Board, or a Director designated by the Chair of the Board, shall have the power to suspend summarily any Registered Participant for any breach or violation:

- (a) of the provisions of the Articles, By-Laws, Regulations or Playing Rules;
- (b) of any decision or ruling of the Board;
- (c) involving unsportsmanlike conduct on or off the ice or conduct which brings the game of hockey into disrepute;
- (d) involving abusive language to any on or off-ice official; or
- (e) involving an alleged infraction of the definition of "Amateur" in the Regulations.

Any such suspension will be automatically and continuously effective until dealt with by the Board, which shall review the suspension within fifteen (15) Days.

32.5 The Chair of the Board shall exercise all duties and powers of the Board when, in the case of emergency, it is impractical for the Chair to obtain a vote of the Board.

### **33. Board Vacancies**

33.1 Any Board position shall be automatically vacated if a Director:

- (a) resigns from office by delivering a written resignation to the Chair of the Board or the President of Hockey Canada;
- (b) is found by a court to be of unsound mind;
- (c) becomes bankrupt;
- (d) dies; or
- (e) is removed by the Members in accordance with By-Law 34.

### **34. Removal or Suspension of Director**

34.1 Any Director may be removed from office by Ordinary Resolution passed by the Members voting at a Special Meeting called for that specific purpose.

34.2 A Director may by a Special Resolution passed by the Board, be suspended pending the outcome of a discipline hearing, in accordance with Hockey Canada's discipline policies. The Board shall provide that Director with a statement of the reason or reasons for the proposed suspension, at least thirty (30) Days prior to the Board meeting at which the proposed suspension is to be voted on. The statement shall include a notice of the place and time when the Board will be meeting to vote on the suspension. The Director shall be given an opportunity to be heard and the matter will be considered by the Board at the time cited in the notice.

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### **35. Filling a Board Vacancy**

- 35.1 Where a vacancy occurs on the Board, the following procedure shall apply:
- (a) if the vacant position was previously filled by an appointed Director, the remaining Directors may, by Special Resolution, fill the vacancy with an individual identified by the Nominating Committee, if the Board sees fit to do so.
  - (b) if the vacant position was previously filled by an elected Director, the Board shall notify the Chair of the Nominating Committee, who shall then solicit nominations from the Members for candidates to fill the vacancy. The Members shall fill the vacancy at the next Members' Meeting, using the election procedure generally described in By-Law 28.
- 35.2 A vacancy in the Chair of the Board position shall be filled using the procedure generally described in By-Laws 31 and 35.1(b).
- 35.3 Any individual elected or appointed as a Director under this By-Law, including an individual elected as Chair of the Board, shall serve on the Board for the remainder of the unexpired term of the previous Director whose position is being filled.

### **36. Board Meetings**

- 36.1 Board Meetings may be called by the Chair of the Board or by any other three (3) Directors.
- 36.2 Notice of any Board meeting shall be given to each Director at least fifteen (15) Days before such meeting with a copy of the agenda containing the business to be discussed. Notice may be waived or abridged with the consent of every Director who has not received the prescribed fifteen (15) Days' notice.
- 36.3 A Director may, if all of the Directors consent, participate in a Board meeting by means of a telephonic, electronic, or other communications facility that permits all participants to communicate adequately with each other during the meeting. A Director participating in such a meeting shall be taken to be present at the meeting.
- 36.4 Questions arising by way of motion at any Board meeting shall be decided by an Ordinary Resolution of the Directors present, unless a larger proportion of the votes is required under these By-Laws. Each Director is authorized to exercise one (1) vote. The Chair of the Board shall vote only in the event of a tie. Proxies are not accepted at any Board meeting.
- 36.5 Any Member or any individual may attend any Board meeting upon the invitation of the Chair of the Board.

**37. Board Powers**

- 37.1 The Board shall supervise the management of the activities and affairs of Hockey Canada in all things and may make, or cause to be made, for Hockey Canada, in its name, any kind of contract which Hockey Canada may lawfully enter into and, save as otherwise provided in these By-Laws, generally may exercise all such other powers and do all such acts and things as Hockey Canada, by its charter or otherwise, is authorized to exercise and do.
- 37.2 The Board shall govern the affairs of Hockey Canada in accordance with the provisions of Hockey Canada's By-Laws, Regulations, Playing Rules, and Policies.
- 37.3 The Board shall have the authority to delegate any or all of its powers, duties and authority that may be lawfully delegated to the President or to a Committee, Council, Work Group or Member of Hockey Canada, or to any third party to assist it in carrying out its responsibilities.
- 37.4 In addition to any other powers which are conferred upon the Board by law or these By-Laws, the Board shall have the power to:
- (a) interpret, construe, define and explain the Articles, By-Laws, Regulations, Playing Rules and Policies of Hockey Canada. All Members and Registered Participants shall accept as final and binding all such interpretations, constructions, definitions and explanations given or made by the Board;
  - (b) impose and enforce appropriate penalties for any violation or breach of the Articles, By-Laws, Regulations, Playing Rules or Policies of Hockey Canada or for any violation or breach of any decision or ruling of the Board of Directors, which penalties shall be in addition to any automatic suspension imposed in accordance with By-Law 32.4;
  - (c) make decisions for the better governance and organization of amateur hockey;
  - (d) ensure that decisions of the Members, made in accordance with the By-Laws, are executed;
  - (e) review recommendations of Committees, Councils, Work Groups and the Branch Forum;
  - (f) review and make recommendations on all Proposals to be considered by the Members;
  - (g) initiate items for decision by the Members;
  - (h) adjudicate all disputes between Members;
  - (i) appoint and dismiss Standing Committee members;
  - (j) establish Work Groups and appoint and dismiss their members;



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- (k) formulate and monitor the implementation of the strategic plan of Hockey Canada;
- (l) supervise the collection of fees and funds of Hockey Canada and the expenditure of money;
- (m) have, through a qualified auditor, immediate access on demand or on the demand of the Chair of the Board, to all books, vouchers, receipts and records that generally pertain to the finances or operations of any Member or of any league or Club affiliated with any Member;
- (n) approve the budget and adjustments thereto;
- (o) appoint and dismiss the President of Hockey Canada and determine the President's compensation;
- (p) recommend to the Members at the Annual Meeting the appointment of an independent auditor;
- (q) establish, operate and manage any type of insurance plan that the Board has approved for the benefit and protection of its Members and the Registered Participants;
- (r) establish terms of reference for the Members, the Board, the Branch Forum, Councils, Partners, Stakeholders, Committees and Work Groups; and
- (s) overrule any decision of any Member, that is inconsistent with any decision by the Board or the Articles, By-Laws, Regulations, Playing Rules and Policies of Hockey Canada, including any decision by a Member which makes a national ruling less restrictive.

37.5 Except as provided in By-Law 44.7, every Director shall be entitled at all times to participate in any Hockey Canada meeting, including, but not limited to, any Committee, Council, Work Group or Branch Forum meeting.

### **38. Borrowing**

38.1 The Board may, from time to time:

- (a) borrow funds upon the credit of Hockey Canada in such amounts and on such terms as may be deemed expedient;
- (b) issue, reissue, sell, pledge or hypothecate debt obligations of Hockey Canada;
- (c) give a guarantee on behalf of Hockey Canada to secure performance of an obligation of any individual;
- (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of Hockey Canada, owned or subsequently acquired, to secure any obligation of Hockey Canada.

38.2 The Board may, by Ordinary Resolution, delegate any or all of the powers referred to in By-Law 38.1 to a Director, a committee of Directors, or such staff of Hockey Canada as it deems appropriate.

### **39. Remuneration**

39.1 Directors shall serve without remuneration, and no Director shall directly or indirectly receive any profit from his or her position as such, provided that a Director may be reimbursed for reasonable expenses incurred in the performance of his or her duties. A Director shall not be prohibited from receiving compensation for services provided to the corporation in another capacity.

## **VIII. PRESIDENT**

### **40. Duties and Responsibilities**

40.1 The President shall be appointed by the Board by way of Ordinary Resolution, shall be answerable to the Board, and shall report to the Board through the Chair of the Board. The appointment of the President by the Board shall constitute an election by acclamation.

40.2 The President is the Chief Executive Officer of Hockey Canada and is responsible for the day to day operations of Hockey Canada with authority as delegated by the Chair of the Board. The President shall not have a vote at any meetings of or within Hockey Canada including Board meetings. The salary of the President shall be negotiated with the Board or a sub-committee thereof.

40.3 The President shall be responsible for:

- (a) implementing decisions and policies approved by the Board and by the Members at Members' Meetings;
- (b) all matters involving the staffing of Hockey Canada, and coordinating and overseeing the work of Hockey Canada's staff;
- (c) reporting operational outcomes to the Board;
- (d) the corporate affairs of Hockey Canada;
- (e) assisting the Board in interpreting the Regulations of Hockey Canada; and
- (f) representing Hockey Canada on matters involving the government, Members, Partners, Registered Participants, external agencies, the media, and the IIHF and its members.

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- 40.4 The President and the Chief Financial Officer of Hockey Canada shall be its primary signing Officers, and the Chair of the Board shall be an alternate signing Officer in accordance with By-Law 32.3.
- 40.5 The President shall attend, and shall have speaking privileges at, all meetings designated by the Chair of the Board, including all Board and Members' Meetings.
- 40.6 The President shall be the official representative of Hockey Canada at all Congresses of the IIHF.

## **IX. BRANCH FORUM**

### **41. Representation**

- 41.1 The Branch Forum shall include the President or Chair of the Board from each Member or its duly appointed designate, the Hockey Canada Board, and the President.

### **42. Purpose**

- 42.1 The Branch Forum shall provide an opportunity for discussion and communication between representatives of the Members and the Board regarding key issues.
- 42.2 The purpose of the Branch Forum shall be to:
- (a) inform the Board of significant membership issues including the impact of Board decisions at the Member level;
  - (b) communicate to the Board the strategic goals and priorities of the Members;
  - (c) provide input and advice to the Board during the formulation and implementation of Hockey Canada's strategic plan;
  - (d) provide input and advice to the Board regarding the development of policies that affect the Members;
  - (e) present to the Board when and as required, directions with respect to matters of concern and interest to the Members including issues relating to the administration and delivery of the sport of hockey within each Member;
  - (f) provide input and advice to the Board regarding budget development that affects the Members;
  - (g) provide the Members with information concerning the plans, priorities and decisions of the Board; and
  - (h) provide a venue for regular communication and interaction between the Members and the Board to ensure that decisions affecting Hockey Canada are made in the best interests of the advancement of amateur hockey.

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**43. Meetings and Procedures**

- 43.1 The Branch Forum shall meet at least twice each year, including at the Annual Meeting, and at the Congress that occurs closest in time to six months after the Annual Meeting. Additional meetings of the Branch Forum may be called at the request of 75% of the Members. The cost of such additional meetings may be at the Members' expense, as determined by the Board in its absolute discretion.
- 43.2 The Chair of the Branch Forum shall be elected at the Branch Forum meeting occurring at the Annual Meeting from among the Member representatives, by a majority vote of the Members in attendance at that meeting. The Chair of the Branch Forum shall serve a one (1) year term. If the Chair of the Branch Forum is unable to attend any meeting, the Member representatives attending that meeting shall appoint one of the Member representatives in attendance to chair the meeting.
- 43.3 All Members, the Board, and any invitees shall receive at least forty-five (45) Days' notice of Branch Forum meetings and shall receive the meeting agenda and other relevant meeting materials no later than twenty (20) Days before the meeting.
- 43.4 The Chair of the Branch Forum shall prepare the agenda for meetings based on submissions from the Members and the Board. Submissions must be forwarded to the Chair of the Branch Forum, in writing, at least thirty-five (35) Days before the date of the meeting.
- 43.5 The quorum for a meeting of the Branch Forum shall be two thirds (2/3) of the Members identified in By-Law 9.1 or their duly appointed designates.
- 43.6 The Branch Forum should arrive at a consensus in making recommendations. When this is not possible then a majority rule vote on a recommendation may take place. When the Chair of the Branch Forum calls a vote, each Member in attendance, including the Chair, is entitled to one vote. Directors and any invitees shall not have voting rights.

**X. COMMITTEES AND WORK GROUPS****44. Standing Committees**

- 44.1 The Standing Committees of Hockey Canada are as follows: Audit and Finance, Human Resources, Risk Management, Nominating, Governance, and Program Standards.
- 44.2 With the exception of the Nominating Committee, the Chair of each Standing Committee, shall be a member of the Board, and shall be appointed by the Chair of the Board.

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- 44.3 The composition of each Standing Committee except the Nominating Committee shall be determined by the Chair of the Board, in consultation with the Board. Each Standing Committee shall be composed of a minimum of four (4) and a maximum of eight (8) individuals, including the Committee Chair.
- 44.4 The Committee Chair and other individuals on each Standing Committee may serve a term of two (2) years, but may be reappointed for subsequent terms.
- 44.5 The terms of reference of the Standing Committees shall be set out in policies established by the Board. Each Standing Committee may propose changes to its terms of reference to the Board.
- 44.6 At all Standing Committee meetings, a majority of the individuals who serve on that Committee shall constitute a quorum.
- 44.7 Attendance at Standing Committee meetings shall be limited to the individuals serving on that Committee, any Director approved by the Chair of the Board to attend and such other persons as may be invited by the Committee Chair.
- 44.8 Any individual serving on a Standing Committee shall hold office at the pleasure of the Chair of the Board and may be removed from office at any time at the absolute discretion of the Chair of the Board.

### **45. Audit and Finance Committee**

- 45.1 The Audit and Finance Committee is responsible for oversight related to Hockey Canada's auditing and reporting, financial policies and strategies, and financial risk management.
- 45.2 The Audit and Finance Committee shall, at the time of the annual audit, provide the auditor with access to Hockey Canada's financial records, review the Auditor's report, and submit that report to the Members.

### **46. Human Resources Committee**

- 46.1 The Human Resources Committee is responsible for overseeing the development of employment policies for Hockey Canada and for policies related to volunteers and for monitoring compliance with those policies.

### **47. Risk Management Committee**

- 47.1 The Risk Management Committee is responsible for ensuring the development and implementation of a comprehensive risk management program and for monitoring compliance with program standards and objectives.

#### **48. Nominating Committee**

- 48.1 The Nominating Committee is responsible for ensuring, on a continuing basis, that the Board of Directors is composed of qualified and skilled persons capable of, and committed to, providing effective governance leadership to Hockey Canada.
- 48.2 The Chair of the Nominating Committee and its' other committee members shall be appointed by the Chair of the Board, and shall be individuals who are at arms' length from the Board.
- 48.3 The Chair of the Nominating Committee shall oversee any election conducted under By-Law 28 or 31, including ensuring that the names of all candidates running for the Chair of the Board position or any other elected position on the Board appear on the official ballots, distributing and collecting the ballots, counting the votes, announcing the results, and destroying the ballots immediately thereafter.

#### **49. Program Standards Committee**

- 49.1 The Program Standards Committee is responsible for the general oversight of Hockey Canada's programs by ensuring the establishment of program practice standards and for monitoring compliance with such standards and performance of programs against approved objectives.

#### **50. Governance Committee**

- 50.1 The Governance Committee is responsible for advising the Board on matters relating to the Board's governance structure, processes and policies, evaluation of the Board's effectiveness, education and evaluation of Board Directors, and for establishing policies on the hiring and evaluation of the President.

#### **51. Work Groups**

- 51.1 The Chair of the Board, in consultation with the Board and the President, may establish Work Groups to undertake a specific task or project that is to be completed within a defined period of time. The Chair shall have the authority to appoint the individuals who will serve on any such Work Group. A Work Group shall be dissolved after it has completed its assigned task or project.

## **XI. COUNCILS**

### **52. Council Composition**

- 52.1 The Councils of Hockey Canada shall include: Female Council, Hockey Development Council, Junior Council, Minor Council and Senior Council.
- 52.2 Each Council shall consist of the following individuals:
- (a) a representative from the Board, who shall be assigned to that Council by the Chair of the Board, shall act as a liaison between the Council and the Board, and shall not have voting rights at any Council meeting;
  - (b) a duly elected Council Chair;
  - (c) one (1) representative from each Member. For Female Council, such representatives shall only include Members which operate one or more Female Hockey Divisions;
  - (d) In addition to the above, Hockey Development Council shall include the Referee-in-Chief, and the Male, Female, and Sledge athlete representatives; and
  - (e) In addition to the above, Partner representatives may be assigned to individual Councils as stipulated in their Agreements with Hockey Canada or at the discretion of the Board.

### **53. Council Meetings**

- 53.1 Each Council shall hold a meeting at the Annual Meeting and at the Congress that occurs closest in time to six months after the Annual Meeting. Any additional meetings shall be called by the applicable Council Chair, after obtaining authorization from the Chair of the Board.
- 53.2 In the absence of the Council Chair, a representative from a Member appointed by those voting representatives in attendance shall conduct the meeting as the acting Council Chair.
- 53.3 A quorum at Council meetings shall consist of the majority of voting representatives, including the Council Chair, entitled to be present. If a representative from a Member is unable to attend, that Member may appoint an alternate representative, who shall have full voting rights.
- 53.4 At all Council meetings, each representative referenced in By-Law 52.2, other than the Board representative, shall have one (1) vote, with the Council Chair only voting in case of a tie.

- 53.5 Other delegates from Members, and such other individuals as the Council Chair may permit, may attend a Council meeting as observers only, with the right to speak at the discretion of the Council Chair.

#### **54. Election of Council Chair**

- 54.1 At the conclusion of each Council meeting occurring in an even numbered year at the Congress occurring closest in time to six months before the Annual Meeting , the Board representative referred to in By-Law 52.2 shall oversee the election of the Council Chair by the voting representatives of that Council, including the incumbent Council Chair, in attendance at that meeting, who shall each have one vote. Any candidate wishing to run for a Council Chair position must have his nomination endorsed by a Member.
- 54.2 No individual may serve more than two (2) consecutive terms as Council Chair.
- 54.3 If any Council Chair position becomes vacant, the Board may appoint an Interim Chair for that Council, who shall serve in that capacity until a new Interim Chair is elected by the voting representatives of that Council at the next Council meeting, using the process generally described in By-Law 54.1. Any individual elected as an Interim Chair under this By-Law, shall occupy that position for the remainder of the unexpired term of the Council Chair who vacated that position. Any time spent serving as an Interim Chair shall not count towards the number of consecutive terms described in By-Law 54.2.

#### **55. Responsibilities of Councils**

- 55.1 Councils shall each be responsible to:
- (a) recommend changes to the Regulations and Playing Rules for hockey as may be deemed beneficial to those particular Divisions which that Council represents;
  - (b) monitor the needs of the particular Divisions which it represents, and make such recommendations as it deems appropriate to address those needs;
  - (c) provide input and make recommendations on Regional and National Championships in the particular Divisions which it represents, including necessary regulations and classifications for the teams eligible to compete in any such Championship; and
  - (d) work with other Councils, as needed.
- 55.2 In addition to its responsibilities as described in By-Law 55.1, Hockey Development Council will:
- (a) foster and encourage a development approach to the teaching of the game;
  - (b) lead, coordinate and implement research and development projects;



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- (c) recommend new directions and programs; and
- (d) monitor the implementation and delivery of new and current programs.

## **XII. DISPUTE RESOLUTION**

### **56. Appeals to Hockey Canada**

- 56.1 Any Registered Participant of Hockey Canada shall have the right to appeal to Hockey Canada regarding any dispute, difference or question arising from a decision by Hockey Canada or any Member where the By-Law, Regulation, Playing Rule or Policy under which such decision was made grants such a right of appeal. No such appeal to Hockey Canada may be taken until the Registered Participant has exhausted all rights of appeal within the Branch in which such Registered Participant resides.
- 56.2 Any Registered Participant of Hockey Canada shall have the right to appeal to Hockey Canada when a Member to which the Registered Participant belongs, makes a ruling affecting such Registered Participant and, in that Registered Participant's opinion:
- (a) such decision is in conflict with the Member's or Hockey Canada's Articles, By-Laws or Regulations;
  - (b) the Member committed a procedural error, or failed to provide the aggrieved party with a fair hearing; or
  - (c) the Member did not have the authority or jurisdiction to make the decision.
- 56.3 An appeal may be filed with Hockey Canada in disputes involving:
- (a) an inter-Branch transfer; or
  - (b) a refusal by a team to release a player for purposes of an inter-Branch transfer or International Transfer to another IIHF Federation.

When a player has registered for the current Season, such player may not appeal under this By-Law to secure a release and/or Inter-Branch transfer, USA Hockey transfer or an International transfer.

- 56.4 Notwithstanding By-Law 56.3, any registered player in regular full-time attendance at a recognized university or college who has failed to meet the academic standard at such university or college at mid-term in the current Season, may appeal to secure such release and/or Inter-Branch transfer as provided for in Regulation H.8(j).

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**57. Board Authority**

- 57.1 The Board may make final decisions and rulings on any matters regarding amateur hockey that may be brought before it, including the interpretation of the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada, providing for special dispensation from those By-Laws, Regulations, Playing Rules and Policies, or any of the matters referenced in By-Law 56. Any decision of the Board is absolutely final and binding on all Members and Registered Participants and any other affected or interested parties, including Hockey Canada. There is no further appeal from that decision.
- 57.2 All Members and Registered Participants shall accept as final and binding all Board decisions, and any interpretation or construction of the By-Laws, Regulations, Playing Rules or Policies made by the Board.

**58. Exclusive Jurisdiction**

- 58.1 The procedures outlined in this Part XII shall be the sole recourse available to any Registered Participant. No Registered Participant, or anyone acting on behalf of, or for the benefit of, such Registered Participant, shall pursue any recourse in the courts of any jurisdiction prior to exhausting all rights, remedies and rights of appeal under the By-Laws, Regulations, Playing Rules or Policies of Hockey Canada and its Members, if applicable.
- 58.2 All Registered Participants are, as regards all international matters, subject to the Statutes, By-Laws, Regulations, Official Playing Rules, and related decisions of the IIHF and undertake not to involve any third party whatsoever in the resolution of any dispute arising therefrom excepting where having exhausted the appeal procedures within the IIHF, in which case, such dispute may be submitted only to the jurisdiction of the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland whose decision shall be final and binding on all parties involved.

**59. Penalties for Non-Compliance**

- 59.1 Any Registered Participant who fails to comply with a decision of the Board or the National Appeals Committee acting on behalf of the Board shall be suspended indefinitely from all Hockey Canada activities in accordance with By-Laws 17.4 and 32.4.
- 59.2 Any recourse to the courts of any jurisdiction by, on behalf of, or for the benefit of, any Registered Participant, prior to the exhaustion of all rights, remedies and rights of appeal under the By-Laws, Regulations, Playing Rules or Policies of Hockey Canada, shall result in an automatic and indefinite suspension of such Registered Participant from all games and other activities under the jurisdiction of Hockey Canada. Such Registered Participant shall also be liable for all legal costs and disbursements

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incurred by Hockey Canada in connection with defending and/or responding to such court action.

- 59.3 Any Registered Participant who, having exhausted all rights, remedies and rights of appeal within Hockey Canada, proceeds with court action against Hockey Canada or its constituent bodies shall be liable for all legal costs and disbursements incurred by Hockey Canada or its constituent bodies should the courts rule in favour of Hockey Canada or its constituent bodies.
- 59.4 The President may suspend any Registered Participant who fails to pay the costs and disbursements described in this By-Law in a timely manner.

### **60. National Appeals Committee**

- 60.1 The Board may delegate its decision making authority described in By-Law 57.1 to the National Appeals Committee, whose decisions shall be final and binding.
- 60.2 The National Appeals Committee shall be composed of an odd number of individuals appointed by the Chair of the Board, with the minimum being three (3) individuals. It shall be the duty of the National Appeals Committee to rule upon appeals submitted to it. The Chair of the Board shall appoint the National Appeals Committee Chair.
- 60.3 The National Appeals Committee, acting in place of the Board may provide for special dispensation from the By-Laws and Regulations of Hockey Canada. Any decision as to what qualifies for special dispensation shall rest solely with the National Appeals Committee in its absolute and unfettered discretion, and the decision of the National Appeals Committee on special dispensation shall be final and binding upon all parties. Each decision of special dispensation shall be made on its individual merits.
- 60.4 If a team requires special assistance through any unusual situation which develops, that team may appeal to the National Appeals Committee to obtain imports in addition to the number of imports allowed under Regulation K.26, provided:
- (a) the appeal is submitted with the written consent of its Member accompanied by majority consent of the teams in the league in which the team operates;
  - (b) no such assistance may be granted after January 10 in any Season;
  - (c) the player or players, if obtained, shall be from the same or lower categories of the same Division or from lower Divisions;
  - (d) the player or players, if obtained, shall be signed by the team no later than February 10 of that Season.
- 60.5 Notwithstanding restrictions referred to in any Regulation, the National Appeals Committee shall have the right to hear any appeal received on behalf of any team or individual concerning residential qualification as stated in Regulation F.4, teams playing in other jurisdictions as stated in Regulation B.9 and replacements for players turned professional under Regulation K.31.

- 60.6 For Minor or Female players, all appeals filed, if granted, shall only be for the current Season. Minor and Female players shall be required to file a new appeal for any subsequent Season, and the National Appeals Committee shall consider any subsequent appeal as a new appeal, and shall not be bound by any previous year's decision.
- 60.7 The procedure for the filing and hearing of any appeal referenced in this By-Law shall be set out in a Hockey Canada policy document entitled the *Appeal Procedures of Hockey Canada*.

## **XIII. FINANCIAL**

### **61. Chief Financial Officer**

- 61.1 The Chief Financial Officer shall be and is hereby authorized with the concurrence of the Chair of the Board, in the name of Hockey Canada:
- (a) to draw, accept, sign and make all or any bills of exchange, promissory notes, cheques and orders for the payment of money;
  - (b) to pay and receive all monies, and to give a quittance for the same, to borrow monies from a chartered bank selected by the Audit and Finance Committee upon the credit of Hockey Canada, in such amounts as may be deemed proper and by way of overdraft or otherwise;
  - (c) to grant securities by way of mortgage, hypothecation or pledge covering all or any of the property and assets of Hockey Canada, as security for all or any money so borrowed and interest thereon and generally for and in the name and on behalf of Hockey Canada;
  - (d) to transact with the bank any business that may be appropriate;
  - (e) to negotiate with, deposit with or transfer to the bank (but for the credit of Hockey Canada only), all or any bills of exchange, promissory notes, cheques, or orders for the payment of money and other negotiable paper and for the said purpose to endorse the same or any of them on behalf of Hockey Canada;
  - (f) to arrange, settle, balance and certify all books and accounts between Hockey Canada and the bank;
  - (g) to receive all paid cheques and vouchers; and
  - (h) to negotiate disputed receivables and other negotiable instruments.
- 61.2 The Chief Financial Officer, with the prior approval of the Board, may delegate any of the duties described in By-Law 61.1.

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### **62. Auditor**

62.1 The Members shall appoint an Auditor by Ordinary Resolution at each Annual Meeting to audit the accounts of Hockey Canada.

### **63. Budget and Financial Documents**

63.1 On or before June 30 of each year, the Board shall approve the budget for the upcoming fiscal year. Such budget shall be provided to the Members within twenty one (21) Days of such approval.

63.2 At least twenty-one (21) Days prior to the Annual Meeting, Hockey Canada shall provide the Members with its financial statements for the immediately preceding year, and such other documents referred to in section 172(1) of the Act (Annual Financial Statements) as may be applicable. Members, by way of Ordinary Resolution at the Annual Meeting, may approve those financial statements.

### **64. Revenue**

64.1 Hockey Canada may derive its revenue from sources determined from time to time by the Board. The sources may include grants, annual membership fees, annual team assessments for national competitions, gate receipts, performance bonds, sanction fees, appeals and protest fees, proceeds from sale of goods products and educational resources, marketing proceeds, sponsorship fees, the sale of broadcasting and television rights, and other sources to be stipulated from time to time by the Board. All revenue received by Hockey Canada from any source, except as otherwise provided, shall be used for the expenses and objects of Hockey Canada.

### **65. Expenses**

65.1 Hockey Canada bears responsibility for:

- (a) the expenses stipulated in the budget;
- (b) other expenses approved at the Annual Meeting;
- (c) all other expenses consistent with the objectives pursued by Hockey Canada as approved by the Board from time to time within the scope of its authority.

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## XIV. GENERAL

### 66. Application

- 66.1 The By-Laws, Regulations, Playing Rules and Policies of Hockey Canada and the decisions of the Board shall apply to all Divisions and Categories of amateur hockey governed by Hockey Canada unless they have been specifically exempted.
- 66.2 All provisions, paragraphs, sub-paragraphs, sections and terms of the By-Laws, Regulations, Playing Rules and Policies shall be deemed to be severable one from the other, and if any such provision, paragraph, sub-paragraph, section or term is ever found or declared by a competent authority to be void or invalid, it shall be stricken from the By-Laws, Regulations, Policies or Playing Rules, as the case may be, without affecting the validity of any other provision, paragraph, sub-paragraph, section or term.
- 66.3 The masculine gender used in relation to any physical person shall, unless there is a specific provision to the contrary, be understood to include the feminine gender.

### 67. Indemnity

- 67.1 Every Director, Committee, Council or Work Group member or employee of Hockey Canada shall be indemnified by Hockey Canada against such claims and for such conduct as may be specified within Hockey Canada's Directors and Officers insurance policy, as amended from time to time.

### 68. Conflict of Interest

- 68.1 A Director, Officer, Committee, Council or Work Group member who has an interest, or who may be perceived as having an interest, in a proposed contract or transaction with Hockey Canada or whose personal interest in a matter may conflict with the interests, missions or goals of Hockey Canada, will comply with the Act and Hockey Canada's Conflict of Interest Policy and will disclose fully and promptly the nature and extent of such interest to the Board, Committee, Council or Work Group as the case may be, will refrain from voting or speaking in debate on such contract or transaction; will refrain from influencing the decision on such contract or transaction; and will otherwise comply with the requirements of the Act regarding conflict of interest.

### 69. Rights

- 69.1 Hockey Canada is the owner of all rights emanating from competitions and other events coming under its jurisdiction, without any restrictions as to content, time, place and law. These rights include, among others, every kind of financial rights, audio-visual and

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radio recording, reproduction and broadcasting rights, multimedia rights, marketing and promotional rights, incorporeal rights and intellectual property rights.

69.2 The Board shall decide how and to what extent the rights described in By-Law 69.1 are utilized. The Board may decide whether these rights shall be utilized exclusively, or jointly with a third party or entirely through a third party.

### **70. Amendments**

70.1 Members and the Board may propose changes to the By-Laws, Regulations or Playing Rules, which proposed changes will be considered at the next Annual Meeting. Proposed changes may include:

- (a) the adoption of one or more new By-Laws, Regulations or Playing Rules;
- (b) the repeal or amendment of one or more existing By-Laws, Regulations or Playing Rules.

70.2 No proposed change to the By-Laws, Regulations or Playing Rules may be considered at the Annual Meeting unless notice of that change is provided to the President at least ninety (90) Days before the date fixed for the commencement of the Annual Meeting. The President shall forward a copy of the proposed changes to the Members and the Board at least forty-five (45) Days before the date of the Meeting.

70.3 Notwithstanding By-Law 70.1, any proposed change to the By-Laws, Regulations and Playing Rules may be considered at a Special Meeting called for that purpose in accordance with By-Law 22.

70.4 Notwithstanding By-Laws 70.2 and 70.3, any Director or Member who is entitled to notice of a Members' Meeting may waive notice, and attendance of that Director or Member at the Meeting is a waiver of notice of the Meeting unless the Director or Member attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called.

70.5 Except as specifically provided herein, adoption of any proposed change to the By-Laws, Regulations or Playing Rules shall require an Ordinary Resolution passed by the Members.

70.6 Notwithstanding any other provision in this By-Law 70, the Board may make changes to the By-Laws, Regulations and Playing Rules by a seventy-five (75%) affirmative vote at any properly constituted meeting of the Board and such changes shall come into effect as determined by the Board. Any such changes must be referred to the Members for approval, amendment or rejection at the next Members' Meeting.

70.7 Any decision made under this By-Law to change a By-Law, Regulation or Playing Rule shall take effect July 1, unless a time has been specified for the implementation of that change.

- 70.8 Any amendment to the By-Laws, Regulations, Playing Rules or Policies of Hockey Canada shall automatically change the By-Laws, Regulations, Playing Rules and/or Policies of each Member in accordance therewith.
- 70.9 A copy of every change in the By-Laws, Regulations, Playing Rules and Policies shall be forwarded by the President to each Member and Director within fifteen (15) Days of the change being adopted.
- 70.10 Any change in the By-Laws, Regulations, Playing Rules or Policies, which has been adopted in the manner herein set forth, shall not be negated by reason of any error or omission which may occur in the periodic printing of the By-Laws, Regulations, Playing Rules or Policies of Hockey Canada.

### **71. Unforeseen Circumstances**

- 71.1 The Board shall have the final decision on any matters not provided for in these By-Laws.

### **72. Dissolution**

- 72.1 Hockey Canada may be dissolved by a Special Resolution passed by the Members of Hockey Canada, at a Members' Meeting.
- 72.2 If Hockey Canada is dissolved, its assets shall be liquidated and transferred to a Qualified Donee selected by the Members by a Special Resolution passed by the Members at a Members' Meeting.
- 72.3 A Special Resolution passed by the Members is required to make any change concerning the distribution of property remaining on liquidation after the discharge of any liabilities of Hockey Canada.

### **73. Error in Notice**

- 73.1 The accidental omission to give notice of a meeting of the Directors or Members, the failure of any Director or Member to receive notice, or an error in any notice which does not affect its substance will not invalidate any action taken at the Meeting.

### **74. Effective Date**

- 74.1 These By-Laws were adopted at a Members' Meeting held on November 15, 2013 and came into effect on June 1, 2014. In ratifying these By-Laws, the Members of Hockey Canada repeal all prior By-Laws of Hockey Canada provided that such repeal does not impair the validity of any action done pursuant to any repealed By-Law.



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## PART III: REGULATIONS

### IMPORTANT DATES TO REMEMBER

#### AUGUST 15

Final date for declaration of operative Teams in Allan Cup competition. *E.6 (b)*

#### SEPTEMBER 1

Final date for declaration of operative Teams, Memorial Cup and RBC Cup competition. *E.6 (a)*

#### DECEMBER 1

All Junior Teams must reduce to not more than twenty-five (25), the combined total of the following:

- a) the number of registered Players on their active list; and
- b) the number of unused registrations. *F.38*

#### DECEMBER 15

Final date for filing of Team affiliations. *E.32*

#### JANUARY 10

Final date for Special Assistance. (By-Law **60.4**)

All Senior Teams must reduce to not more than twenty-five (25), Junior A and Junior

B Teams must reduce to not more than twenty-three (23) and all other Junior Teams to not more than nineteen (19) the total of the following:

- a) the number of registered Players on their active list; and
- b) the number of unused registrations. *F.39*

Final date for Player to return to Hockey Canada from professional hockey. *K.31*

#### JANUARY 15

Final date for filing list of specially Affiliated Players with Branch Executive Director. *E.15*

#### FEBRUARY 10

Final Player registration date. *F.17*

Final date for Player transfers. *K.1*

Final date for Players to be registered under Special Assistance. (By-Law **60.4**)

## A. DEFINITIONS

For the purpose of all Hockey Canada Articles, By-Laws, Regulations, Policies and Playing Rules unless otherwise defined in a specific regulation, the following words, terms and expressions are defined as follows in alphabetical order:

1. "Affiliate Player" ("AP") - refers to those Players from Club Teams, Affiliated Teams, or specially Affiliated Players when such Player(s) are participating with a higher Division/Category Team.
2. "All Star" - means a selection of exceptional Players registered with various Teams from a common League, association, Branch, Region or the Nation-at-Large, grouped together for a specific competition.
3. "Amateur" - an Amateur hockey Player is one who is not participating in organized professional hockey.
4. "Associate" (to Associate) - means to put into existence a Partnership between a Club and a Major Junior, a Junior A, a Junior B and/or a Junior C Team(s) in accordance with Regulation E.12.
5. "**Branch**" - means any of the Member Organizations described in By-Law 9.1.
6. "Branch-to-Branch" transfer - means and Inter-Branch transfer.
7. "Category" - has the meaning assigned by Regulations B.4, 5 and 6.
8. "Club" - has the meaning assigned by Regulation E.20 (a).
9. "Club Team" - has the meaning assigned by Regulation E.21 (b).
10. "College" - means a Post-Secondary Diploma-granting institution.
11. "Commuter Player" - means a Player from a border town (Branch/Branch or USA/Branch) playing in an adjoining Branch with the agreement of his residential Branch, Hockey Canada and/or USAH who can register within that adjoining Branch. All necessary transfer paperwork and fees would apply, where applicable.
12. "Disband" - to cease to operate.
13. "Division" - means the classes of hockey being operated within **Hockey Canada**. These are as follows: Senior, Junior, Juvenile, Midget, Bantam, Pee Wee, Atom, Novice, Initiation and the Divisions created under Regulation B.2. (See Regulations B.1 and B.2)
14. "Exhibition Game"- a game which is not part of the regular Season, Tournament, or play-off schedule.
15. "Geographic-Subdivision" - has the meaning assigned by Regulation E.13 (b).
16. "Goalkeeper(s)" and "Goaltender(s)" - means all Players other than Skaters.

## DEFINITIONS A

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17. "Hazing" - is an initiation practice that may humiliate, demean, degrade, or disgrace a person regardless of location or consent of the participant(s).
18. "Home Branch"- means where a Player resided and was last registered to play Minor Hockey prior to registering to play Junior hockey.
19. "Horizontal Chain(s) of Teams" - means a group of Club Teams registered in the same Division but in different Categories.
20. "House League" - House League Hockey is defined as a community oriented Minor Hockey program structured to provide development and competition at the recreational level.
21. "Import(s)" - designates the status assigned to a Player who has obtained a transfer from one Hockey Canada Branch to another ("Inter-Branch transfer") or from a foreign Ice Hockey Federation to Hockey Canada ("International transfer") but excludes the Player who qualifies under Regulations H.8 (b), K.28 (a) or K.29 (a) (b) (c), and K.30.1.
22. "International Tour" - any game or series of games, including a Tournament, involving a Hockey Canada Team and a Team that is a member of an IIHF Member Federation other than Hockey Canada or USA Hockey.
23. "League" - has the meaning assigned by Regulation B.31.
24. "Minor Hockey" - only includes the following Divisions: Juvenile, Midget, Bantam, Pee Wee, Atom, Novice, Initiation and the Divisions created under Regulation B.2. (See Regulations B.1 and B.2)
25. "Parent" - has the meaning assigned by Regulation F.3.
26. "Partner" - includes the entities given that status in By-Law 12.
27. "Permanent Affiliate" - a Player who registers on a lower Category Team for the express purpose of affiliating on a full time basis to the higher Category Team.
28. "Player(s)" - means Goaltenders and Skaters.
29. "Region" - means the geographic territory comprised of one (1) or more Hockey Canada Branches.
  - a) "Atlantic Region" - means the grouping of the following Hockey Canada Branches: HPEI, HNS, HNB and HNL.
  - b) "Ontario Region" - means the grouping of the following Hockey Canada Branches: HEO, OHF, and HNO.
  - c) "Pacific Region" - means the grouping of the following Hockey Canada Branches: Hockey Alberta, BCAHA, and Hockey North.
  - d) "Quebec Region" - means the Hockey Québec Branch.
  - e) "Western Region" - means the grouping of the following Hockey Canada Branches: Hockey Manitoba and SHA.

## DEFINITIONS A

30. **"Registered Participant" - has the meaning assigned in By-Law 14.1.**
31. **"Release" - means the unconditional discharge of a Player from Team or Club registration.**
32. **"A Residential School" - refers to a school that is organized for educational purposes under the jurisdiction of the appropriate government educational authority and in which:**
  - a) **At least seventy-five percent (75%) of the students reside away from the home of their Parent for the purpose of receiving their education;**
  - b) **The residence for such students is located on the school campus or if off the school campus is operated by the school as an exclusive residence for the students;**
  - c) **There is continuous supervision of the residential students by the school officials; and**
  - d) **This definition applies only for Minor Hockey.**
33. **"Seasons" – an even numbered Season ends in an even calendar year. An odd numbered hockey Season ends in an odd calendar year.**
34. **"Skater(s)" - means all Players other than Goalkeepers.**
35. **"Spring Congress" - means the seasonal meeting that includes Hockey Canada's Members and Board of Directors occurring closest in time to six (6) months after the Hockey Canada Annual Meeting.**
36. **"Team" - has the meaning assigned by Regulation E.1.**
37. **"Team Official(s)" - means all or any of the persons involved in the management of a Team or Club, which includes: the Coach; manager; safety person/trainer; equipment manager; Team physician; President and other members of the Executive and/or Board of Directors of a Team or Club.**
38. **"Tournament"- a schedule of games played among three (3) or more Teams, which follows an inter-locking schedule and leads to an eventual winner.**
39. **"University" - means a Degree-granting institution.**
40. **"Vertical Chain(s) of Teams" - means a group of Club Teams registered in the same Category but in different Divisions.**

The above definitions are an Integral part of Hockey Canada's Regulations.

**B. COMPETITION**

1. **Hockey Canada** governs competition in Amateur hockey in various Divisions, including:

**DIVISIONS**

**AGE ELIGIBILITY**

- |                               |   |
|-------------------------------|---|
| a) Senior Male and Female     | Open to Players of any age.   |
| b) i) Junior Male             | Open to Players twenty (20) years of age and younger in the current playing Season.     |
| ii) Junior Female             | Open to Players twenty-one (21) years of age and younger in the current playing Season. |
| c) Juvenile Male and Female   | Open to Players twenty (20) years of age and younger in the current playing Season.     |
| d) Midget Male and Female     | Open to Players seventeen (17) years of age and younger in the current playing Season.  |
| e) Bantam Male and Female     | Open to Players fourteen (14) years of age and younger in the current playing Season.   |
| f) Pee Wee Male and Female    | Open to Players twelve (12) years of age and younger in the current playing Season.     |
| g) Atom Male and Female       | Open to Players ten (10) years of age and younger in the current playing Season.        |
| h) Novice Male and Female     | Open to Players eight (8) years of age and younger in the current playing Season.       |
| i) Initiation Male and Female | Open to Players six (6) years of age and younger in the current playing Season.         |

The Player's age is determined for the current playing Season by the Player's age at December 31 of the current Season. Notwithstanding the above, Branches may allow Players to play at a lower age division to accommodate less skilled Players providing the Player qualifies according to guidelines established by the Branch for assessing such Players. This Player shall be granted all the rights and privileges accorded by Hockey Canada except that any such Player would be ineligible to register with or Affiliate to any Hockey Canada Team in a division or Category which could earn the right to participate in a Hockey Canada National or Regional Championship.

2. In Minor Male Divisions, where a Branch operates on an age system whereby the name of the first year of a Division is prefaced by the word "Minor", and the second year by the word "Major", each of these two sub-divisions shall be considered a Division.

NOTE: In some Branches, the word "Major" is not used in designating the second year of a Division.

## COMPETITION B

3. Notwithstanding Regulation B.1 (b) Branches may grant permission for Junior "B", "C" & "D" Leagues to have their Teams register with Hockey Canada up to a maximum of four (4) Players twenty-one (21) years of age as of December 31 of the current Season. These Players must have played in that League during the previous Season.
4. Where the Divisions listed in Regulation B.1 and other Divisions created under Regulation B.2 are further divided, such subdivisions shall be known as categories.
5. a) **Hockey Canada** divides each of the Divisions listed in Regulation B.1 and other Divisions created under Regulation B.2 into the following categories: AAA, AA, A and B.  
b) However in Junior Male hockey, the categories are as follows: Major Junior, Junior A, Junior B and Junior C.
6. The Branches may create further lower categories.

### TEAMS PLAYING IN OTHER JURISDICTIONS

7. a) A Team is deemed to be under the jurisdiction of the Branch in the geographic area in which it plays its home games.  
b) A Team under the jurisdiction of one (1) Hockey Canada Branch may compete in a League which is under the sole jurisdiction of another Hockey Canada Branch provided they have first received permission from their own Branch to negotiate entry into a League under the jurisdiction of another Branch and provided also that both Branches agree. **A Branch shall submit the appropriate documents to the Board of Directors on or before June 1 of each year, listing the Teams seeking permission to play in other jurisdictions, together with the written approval of the incoming Branch. Teams must receive the approval of the Board of Directors in order to compete under the jurisdiction of another Branch where competition leads to a Hockey Canada Regional or National Championship.**
8. a) If an agreement cannot be reached between the Branches concerned, **either Branch may appeal to the Hockey Canada Board of Directors, presenting all the facts of the case, for a final decision following the process established in By-Law 56.**  
b) The Player's registration shall in all cases be with the Branch in whose geographic area the Team plays its home games and that Branch shall forward a copy of each validated registration to the Branch under whose jurisdiction the League operates.
9. No Hockey Canada Team shall be permitted to operate in any jurisdiction other than that of Hockey Canada, except by permission of **the Board of Directors of Hockey Canada** and the Branch in whose territory the Team is located.
10. Teams under the jurisdiction of a foreign Ice Hockey Federation shall not be permitted to operate in a League under the jurisdiction of Hockey Canada unless permission is given by that foreign Federation, **the Board of Directors of Hockey Canada** and the Branch or Branches under whose jurisdiction the League operates.

## COMPETITION B

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### GENERAL PROCEDURES FOR INTER-BRANCH PLAY

11. Hockey Canada shall, in its discretion, conduct annually Inter-Branch competitions to declare National Champions in the following Divisions and categories:

Senior AAA	Allan Cup (Male)
Women	Clarkson Cup
Major Junior	Memorial Cup
Junior A	RBC Cup
Midget AAA	Telus Cup
<b>Female Midget</b>	<b>Esso Cup</b>

12. Only Canadian Teams shall be permitted to participate in National Championship competitions, unless otherwise approved by the **Board of Directors of Hockey Canada**.
13. Branches in turn will arrange their Branch play-offs in order that they shall have their Championship Teams ready to participate in such Inter-Branch competitions on such dates as have been ratified by the Hockey Canada Board of Directors. The Chair of the Board or his designate shall control and direct all play-off competitions. **Violations of this Regulation may result in a suspension of the responsible Branch, League or Team by the Chair of the Board of Hockey Canada.**
14. The Inter-Branch play-offs shall be a best two (2) out of three (3), three (3) out of five (5), or four (4) out of seven (7) series, except where Tournaments are authorized by the **Board of Directors of Hockey Canada**. All games will be played to a decision.
15. All game reports, signed by all referees and linesmen and containing the names of all competitors on each Team, must be forwarded by **Hockey Canada's** representative to the Hockey Canada President promptly after the completion of each series. **Hockey Canada's** representative shall have the power to inspect the registration of each Player competing in any Association play-off game. Teams in Inter-Branch competition must carry proof of eligibility for all Players and officials with them for this purpose.

NOTE: The allowances to Senior and Junior Teams competing shall be as provided by Regulation B.47. Such allowances shall be paid by **Hockey Canada's** representative in full immediately following the final game of each series, provided receipts are sufficient for this purpose, and provided also that Regulation B.18 does not apply.

16. a) During Inter-Branch play-offs, there shall be no right of appeal from Hockey Canada suspensions or penalties imposed when they comply with the suspension bulletin for that particular play-off which establishes minimum suspensions or penalties which may be imposed by the **Director**, or designate, in charge of the play-offs.
- b) These suspension bulletins will be distributed annually in advance of Inter-Branch play-offs as a Hockey Canada Action Bulletin.

**PENALTIES FOR INTER-BRANCH PLAY**

17. An initial commitment, by each Branch, to compete in a Regional and National Championship as applicable in the following Season, must be made at the **Spring Congress**. In addition to the initial commitment referred to above, a written commitment from each Branch must be received by the President no later than November 1 of the current Season (**August 15** for the Major Senior AAA Male Championship).
18. Any Branch withdrawing from a National Championship competition, having filed its written commitment, shall be fined:
  - a. Ten thousand dollars (\$10,000) in the case of Junior A where the commitment has been filed, in accordance with Regulation B.28;
  - b. One thousand dollars (\$1,000) in the case of Senior hockey Teams that participate in the National Men's Senior AAA Championship and that withdraw after October 1;
  - c. One thousand dollars (\$1,000) in all other cases, if the Team withdraws after November 1. (Not applicable to Minor Hockey)
19. A Branch withdrawal from a National Championship competition after January 15 (November 15 for the National Female Championship) of the current Season for all other events shall result in said Branch being subjected to pay a fine of two thousand dollars (\$2,000), plus any other claims approved by the Board of Directors.
20. Any Team registered in a Division and/or Category for which **Hockey Canada** conducts annually Inter-Branch competitions to declare a Regional and/or a National Champion must compete for the championship of that Division and/or Category and also participate in any Hockey Canada sponsor's program(s) to the satisfaction of **Hockey Canada** in order to retain its status and the privileges attached thereto.
21. The refusal of such a Team and/or League, of which it is a member, to participate in either the Regional and/or the National Championship competition or the Hockey Canada sponsor's program(s) to the satisfaction of **Hockey Canada**, shall cause that Team and/or that League the loss of its status, the privileges attached thereto and the rights to its Players as of the date of refusal.
22. **Regulation B.22 intentionally deleted.**
23. If a Team fails to present itself at the time and place appointed to play in any game, unless such failure is caused by an unavoidable accident or an unforeseen contingency, the game and/or series shall be awarded to the opposing Team. The manager, Coach or official and/or Players of the Team, which is responsible, may be suspended for one (1) year or more.
24. For the purpose of Regulations B.20 and B.21, the action of a Team and/or a League causing any suspension or disqualification shall be deemed to be a refusal by the Team or League to participate.



## **COMPETITION B**

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25. If any delay is caused by any Team or Branch in entering or carrying on the play-off arrangements made by **Hockey Canada**, requiring extra remuneration to another Team for the delay, caused by circumstances under the control of the Team or Branch, the sum necessary to pay the other Team shall be taken from the share of the offending Team.
26. Any Team which dresses less than thirteen (13) Skaters and two (2) Goaltenders in any game during a National Championship competition shall not be entitled to any per diem allowance for that game, unless such Player shortage is caused by circumstances beyond the control of the Team or Branch.

## **VARIATIONS FOR MINOR HOCKEY**

27. No Residential School (see definition in Regulation A) Team shall be allowed to compete in Regional or National Championships in the Juvenile, Bantam or lower Divisions.

## **VARIATIONS FOR JUNIOR HOCKEY**

28. Each Branch, to compete in a Regional or National Junior A Championship must file a written commitment at each **Spring Congress**.
29. To qualify for Regional or National Championships, Junior A Leagues must be in a minimum of its third consecutive year of operation as a Junior A League. The Branch must endorse this commitment after the League's second full Season of play.
30. No Team shall compete in any National and/or Regional Championship competition if it has not participated in a League competition during the Season and is regularly qualified through League and Branch play-offs.
31. A League must consist of three (3) or more Teams **registered with Hockey Canada** from the same Category of the same Division playing a minimum of twelve (12) home and twelve (12) away games in a regular League schedule. (Does not apply to Minor Hockey). (Category does not apply to Senior hockey).
32. Notwithstanding Regulations E.9 to E.39 inclusive, any Team participating in any game leading to a National Championship competition will be permitted to use specially Affiliated Players or Players from Affiliated and/or Club Teams only if the Teams, through which these aforementioned Players have registered with Hockey Canada, have participated in a League as defined in Regulation B.31 during the current Season.

## **BRANCH EXECUTIVE DIRECTOR'S RESPONSIBILITIES**

33. Before the opening of the Branch final series, the Branch Executive Director shall certify and forward a complete listing of all registered Players that are eligible to play for the Branch representative (see Regulations B.30 and B.32) including its specially Affiliated

## COMPETITION B

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Players, Players registered with its lower Division or Category Club Teams and/or the Affiliated Team, if any, to the President of Hockey Canada.

34. This listing shall also indicate which of the Team's Players are Imports.
35. The Hockey Canada local representatives will exchange their lists before the beginning of each Inter-Branch series in which they are involved.
36. The conduct and regulation of competition in the various Divisions within the Branch shall be under the control and direction of the Branch.
37. A Senior Team, before entering Inter-Branch competition, shall be permitted to select from among the Goaltenders within its Branch, one (1) additional Goaltender. Any Goaltenders so **selected** shall be eligible to compete in any Inter-Branch game. Once named, this Goaltender may not be replaced, unless Regulation B.42 applies. No Import Goaltender shall be selected who will exceed the Team's Import allotment as provided in Hockey Canada Regulation K.26 (a). The Branch Executive Director will forward the name of the one (1) additional Goalkeeper the Branch representative has selected to the President of Hockey Canada.
38. Hockey Canada allowance for transportation and other expenses are intended to include two (2) Goaltenders, **who** are properly registered and are eligible under Hockey Canada regulations. Inter-Branch play-off Teams **must ensure** that two (2) Goaltenders are with the Team at all times and completely dressed. When the services of a third Goaltender are required, additional traveling expenses for this Goaltender may be provided at the discretion of the Hockey Canada **Director** in charge of the series. Notwithstanding Regulation B.40, where it is impossible under the present regulations to have two (2) Goaltenders dressed for play-off games in Inter-Branch competition, a Senior Team may apply to the **Board of Directors of Hockey Canada** for special assistance. This regulation **does not** apply to Minor Hockey Teams.
39. Hockey Canada approves of Inter-Branch competitions for Teams in those Divisions/ categories other than those which must participate in National Championship competitions if two (2) or more Branches wish to do so, and providing the President of Hockey Canada is informed prior to the commencement of any series, and there is no financial responsibility to Hockey Canada. Such competitions shall be under the control and direction of the Presidents of such Branches.
40. Any exception to the preceding regulations in B, which concern Inter-Branch competitions, must be submitted for approval at each **Spring Congress**, which precedes the competitions.
41. When a Goaltender has been loaned to a Program of Excellence Regional or National Team, or a provincial Canada Winter Games Team and an Affiliate Goaltender is not available to the loaning Team, the Branch may approve a replacement Goaltender under similar provisions to those used for an injured Goaltender. (See Regulations B.42-44)

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42. No replacement can be made for any ill or injured Player, except the Goaltender (Does not apply to Goaltenders in Junior A Regional and National Championships). In competition within the Branch or during Inter-Branch competitions a replacement may be permitted for a Goaltender who is ill or injured, under such conditions and upon such terms as may be provided by the Branch or, in the case of Inter-Branch competition, the President of Hockey Canada. The Goaltender must come from the Branch where the Team is registered and must be registered and join the Team within ten (10) days of the date of the last game in which the injured or medically unfit Goaltender played, or prior to the next scheduled game of his Team if his Team is not scheduled to play within the ten (10) day period indicated above. The replacement Goaltender cannot be replaced by another replacement Goaltender unless the former is injured or medically unfit.
43. The ill or injured Goaltender shall return to competition as soon as medical evidence indicates that it is in order for him to do so.
44. A Team may use as a replacement a Goaltender from a Team of the same or lower Division or Category, provided that permission is obtained from the Branch and the Goaltender's Team. A replacement from a Team of a lower Division or Category shall be permitted to return to his original Team regardless of the number of games played, provided that permission was originally obtained.
45. A Team which has lost a Player to a Program of Excellence Team (Under 17, Under 18, Under 20, Under 22) during its play-off Season, may borrow a Player from a Team within its League which is out of competition, providing permission is obtained from the Branch and the borrowed Player does not exceed their Import allotment as noted in Regulation K.26 (a).

## **PLAY-OFF RECEIPTS**

46. After taxes and the arena share are deducted, the Hockey Canada Representative will pay out of the gate receipts the guarantee as applicable, the expenses of the participating Teams, referees, and all expenses incurred in running the series as provided. Any surplus remaining shall be divided between the two (2) Teams participating in that series.

## **EXPENSES OF TEAMS PARTICIPATING IN PLAYOFFS**

47. a. Traveling allowances, per diem allowances and other related Team expenses payable to Teams, representing Branches, participating in Hockey Canada National Championships and Inter-Branch playdowns shall be under the sole control of Hockey Canada and approved by the Board of Directors from time to time and shall be outlined in the Bid Guidelines and Team information packages that pertain to each respective National Championship.

**b. Senior**

Visiting Team allowances for Allan Cup Inter-Branch playdowns are payable by the host Team as follows:

Travel: Two hundred and fifty dollars (\$250) (one time only). Bus expenses to be paid by the Hosting Branch (minimum of three (3) bids). Teams traveling over eight hundred (800) kilometres one (1) way will be entitled to a one thousand dollar (\$1,000) hotel per diem (receipts must be presented). Transportation shall be the most practical and economical, either by bus, rail or air. Teams traveling less than twenty-four hundred (2400) kilometres (round trip) shall be based on ground and/or water transportation. Air transportation will be allowed for a maximum of twenty-five (25) Players plus a Coach, assistant Coach, manager and a trainer for a total of twenty-nine (29) people only. (Only upon written agreement between Branches involved.)

**c. Game day fees:**

Hotel: One thousand dollars (\$1,000) per day

Incidentals: Three hundred dollars (\$300) per game

The three hundred dollars (\$300) per game as outlined above will be paid to the visiting Team to cover all incidental expenses including local transportation to and from the hotel. Per Diem allowances are to be paid in currency of the host city. Whenever possible, Team accommodation and meals must be taken within the municipal boundaries of the host community. If the visiting Team has arrived at the site of the series on the day prior to the start of the series, they shall be entitled to the hotel allowance for the day, only if both Hockey Canada representatives have agreed and authorized it in writing or special permission has been granted by Hockey Canada.

Branches may use other than the above; however, agreement must be in writing and sent to Hockey Canada.

Note: Copies of all agreements must be sent to the Senior Council Chair and the Hockey Canada Office.

**REFEREES FEES AND EXPENSES**

48. a) In Allan Cup and RBC Cup Inter-Branch play-off games and final series or round-robin final series, the Referee's fees shall be one hundred and ten dollars (\$110.00) and the Linesmen's fees, sixty dollars (\$60.00). The fee for the standby official shall be forty dollars (\$40.00). In addition to the above fees, the Referee (and Linesmen if applicable), shall be entitled to the most economical airfare and necessary ground transportation, or to forty-five cents (45¢) per kilometre, return trip, if traveling by automobile. Where automobile transportation is claimed, its cost shall not exceed the most economical airfare for the corresponding trip. The Referee, where applicable (and Linesmen if applicable) may also claim meals and

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accommodation as prescribed hereafter where travel exceeds three (3) hours one way but not more than four (4) hours one way, a thirty dollar (\$30.00) per day, per official, meal allowance may be claimed. Where travel exceeds four (4) hours one way, a forty-five dollar (\$45.00) per day, per official, meal allowance may be claimed. Where travel exceeds four (4) hours one way, single room accommodation for the Referee and double room accommodation for the Linesman may be claimed (with receipts to substantiate).

- b) In all Allan Cup and RBC Cup play-off games, the Stand-by Official will receive forty dollars (\$40.00) as fees for his services plus any other applicable expenses as noted in (a) above.
- c) The Hockey Canada **representative** in charge is authorized to arrange any form of ground transportation that will be most practical and economical.

## C. PROTESTS OF GAMES

The proper procedure for the protest of any games in Inter-Branch competition shall be as follows:

1. Protests, and all evidence in support thereof, must be in duplicate, signed by the President and Secretary of the protesting Team, and presented to the Hockey Canada **Director** in charge of the series, or that **Director's** appointed representative, within twelve (12) hours of the conclusion of the game for which the protest is being made and must be accompanied by a deposit of one hundred dollars (\$100.00). The deposit shall be forfeited, to **Hockey Canada**, if the protest is disallowed.
2. In the case of a Team whose President and/or Secretary are absent from the locale in which the protested game was played, then such protest may be signed by the two most senior officials of the Team, present at said locale.
3. **Regulation C.3 intentionally deleted.**
4. The Hockey Canada **Director** or his representative to which the protest was delivered shall deliver a copy of the protest to the protested Team, without any undue delay. The **Director's** representative shall also immediately transmit, by the most expeditious manner, the full content of the protest to the Hockey Canada **Director** whom he is representing.
5. The Team protested shall be allowed twelve (12) hours to file a defence and evidence to the person from whom they received the protest, which must be accompanied by a deposit of one hundred dollars (\$100.00). The deposit shall be forfeited to **Hockey Canada**, should the protest be allowed.
6. If the scheduling of games does not permit sufficient time to comply with the procedure set forth in Regulations C.1 to C.5 inclusive, that is, where there is less than forty-eight (48) hours between games, then the protesting Team shall make a verbal protest, immediately following the game, to the person (other than the referee) appointed by Hockey Canada to be in charge of the game at the particular locale. This person shall immediately convene a meeting with the Team Officials involved and record all facts pertaining to the case. These facts shall immediately be reported to the Hockey Canada **Director** in charge of the series.
7. In the case of any protest submitted in accordance with Regulations C.1 to C.6 inclusive, the Chair of the Board and the Hockey Canada **Director** in charge of the series shall have full power to rule on the protest. When the Chair of the Board is also the **Director** in charge of the series, then the Chair of the Board and another **Director** designated by the Chair shall be authorized to so act. The decision of these **Directors** shall be final.
8. The preceding regulations in "C" do not apply to Minor Hockey.
9. Branches may adopt their own procedure for handling protests of games played within their own Branches.

**D. GENERAL TOUR INFORMATION**

**INCOMING AND OUTGOING INTERNATIONAL TOURS, AS DEFINED IN REGULATION A**

NOTE: The organization of international matches and International Tours is governed by International Ice Hockey Federation By-Laws and Regulations. Branches, Teams, and officials, involved in such matches or tours are advised to make reference to IIHF By-Law 500 in order to have a full understanding of what is required with respect to such competition. For International Tours in Canada, invitations must be issued by Hockey Canada, and the IIHF must be notified at least two (2) months before the first game of the International Tour and of the dates and conditions under which the proposed International Tour is organized.

1. No Hockey Canada Team shall be permitted to play exhibition or Tournament games, Inter-Branch games of any kind, or games against Teams from any other IIHF Member Federation, without the written or faxed permission of Hockey Canada through its Branch. If the Branch does not object, it shall submit the request to the Hockey Canada President, for his consideration and approval. Violation of this rule may result in the suspension of the Team Officials and/or Players involved.
2. In the case of Inter-Branch games and exhibition or Tournament games between Teams Affiliated with Hockey Canada and Teams Affiliated with USA Hockey, permission and travel permits shall be granted at the discretion of the Branch concerned.
3. Branch **minor hockey** associations, Clubs or Teams, and **Partner Teams** requesting an International Tour, whether incoming or outgoing, shall pay the following fees:
  - a) Application made to Hockey Canada sixty (60) or more days prior to the day of the event . . . . .one hundred fifty dollars (\$150)
  - b) Application made to Hockey Canada between thirty (30) and fifty-nine (59) days prior to the day of the event . . . . .three hundred dollars (\$300)
  - c) Application made to Hockey Canada between fifteen (15) and twenty-nine (29) days prior to the day of the event . . . . .five hundred dollars (\$500)
  - d) Application made less than fifteen (15) days prior to the day of the event is subject to a fee at the discretion of Hockey Canada . .maximum of five-thousand dollars (\$5,000)
  - e) The above noted fees shall be divided equally between Hockey Canada and the respective Branch.

NOTE: Please note that due to processing and administrative requirements, any International Tour application made less than sixty (60) days prior to the event cannot be assured of approval. If Hockey Canada is unable to approve such an application, there may be a partial refund of the application fee, at the sole discretion of Hockey Canada.

4. Application for permission to make an International Tour will only be considered if application is made by an association, Club or Team whose Players are properly registered with its Hockey Canada Branch. The application for an International Tour shall be made

## **GENERAL TOUR INFORMATION D**

through the Branch in which such association, Club or Team is registered and in the case of an outgoing International Tour, shall include a written invitation from the hosting IIHF Member Federation(s).

5. An application by a Hockey Canada National Team for an outgoing International Tour shall be made directly to Hockey Canada. An application by a Hockey Canada National Team for an incoming International Tour or for an Exhibition Game(s) in Canada shall be made to the Branch(es) where the games are to be played, together with a fee of one hundred dollars (\$100.00) to each such Branch.
6. Failure to comply with Regulation D will result in the suspension of the said Player(s) or Team(s) and/or Team Officials for a period decided by the Branch where such Player(s) or Team(s) and/or Team Officials are registered.
7. Submissions for Hockey Canada sanctioning of an International Tour must include the following:
  - a) A detailed schedule outlining dates and locations of proposed games; and
  - b) Written approval of the Branch(es) involved.
8. Hockey Canada, in its sole and unfettered discretion, may refuse application for sanctioning of International Tours for any reason it deems detrimental to Hockey Canada, its Branches or the participants involved, and its decision in this regard shall be final and binding.
9. Hockey Canada Branches, Clubs, Teams, Players, Coaches and officials who participate in the activities of International Tours not sanctioned by Hockey Canada, do so independent of Hockey Canada and its Branches and without access to benefits of the Hockey Canada National Insurance Program and could be subject to suspension or other disciplinary measures as determined by the Branch in which they are registered, or Hockey Canada, in the case of a Branch.
10. Hockey Canada associations, Clubs or Teams contacted by organizers of International Tours involving Teams from IIHF Member Federations, must immediately contact their Branch office before proceeding with or confirming arrangements for an International Tour. Likewise, any hockey association, Club or Team interested in hosting a Team or organizing an International Tour involving a Team from other IIHF Member Federations, must contact their Branch office to initiate the process of official sanctioning.

### **INCOMING INTERNATIONAL TOURS**

11. Arrangements of touring Teams must be made by Hockey Canada through its Branches, and the Branch only shall designate the rink and Team that provide the best opposition and revenues.
12. International Tours involving incoming Teams from IIHF Member Federations, other than USA Hockey, must be approved by the Branch involved and sanctioned by Hockey Canada. It is understood that the Branch will first approve the International Tour and then



## **GENERAL TOUR INFORMATION D**

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- submit a proposal to Hockey Canada for official sanctioning. The incoming Team must produce a written invitation from the Branch and obtain written approval from Hockey Canada before traveling to Canada.
13. In the case of International Tours which involve more than one (1) Branch, both Branches must approve the International Tour and its conditions and then submit a proposal to Hockey Canada for official sanctioning. Branches may work together to submit one (1) proposal.
  14. The Hockey Canada association, Club or Team making the application for sanctioning of an International Tour is responsible for any damages, unpaid debts or other liabilities arising out of the operation of that International Tour. Branches may, at their discretion, require with the application a letter of credit or other satisfactory security to a maximum of five thousand dollars (\$5,000), to be held as security toward any such damages, unpaid debts or other liabilities. The Hockey Canada association, Club or Team is also responsible for obtaining from the visiting Team(s) documented proof of insurance satisfactory to Hockey Canada and coordinating in-country transportation, accommodations and meals. The aforementioned must be forwarded to Hockey Canada as part of the sanctioning submission.
  15. Hockey Canada sanctioning of an International Tour is conditional upon the written approval of the IIHF Member Federation of which the traveling Team is a member. Hockey Canada will not sanction any International Tour involving a Team which does not have the approval of its Federation or which is not a member of its Federation. The visiting Team must also submit proof of primary medical coverage and liability insurance, which will be approved at the sole discretion of Hockey Canada. A Federation representative must also travel with the visiting Team at all times and act as its official spokesperson, Team leader and Team contact. The other Federation must submit the name of this representative to Hockey Canada prior to the commencement of the International Tour.
  16. Hockey Canada, its Branches, hockey associations, Clubs and Teams will not be responsible for remitting any fees, gate receipts or other funds to visiting IIHF Member Federation Teams and its organizers.

## **OUTGOING INTERNATIONAL TOURS**

17. When a request for an outgoing International Tour is not approved, the applicant shall have its fee refunded.
18. Any Team granted permission for an outgoing International Tour must include, at the Team's expense, a member appointed by its Branch Executive Committee and approved by Hockey Canada as the International Tour leader.
19. No Minor Team shall be allowed more than one (1) outgoing International Tour during the same Season.

## E. TEAMS, CLUBS AND AFFILIATIONS

1. Definition of "Teams" for registration purposes:
  - a) a group of Team Officials, at least one of whom must be a Coach, with all Coaches meeting Branch certification and Speak Out requirements, and one of whom must be qualified in the Hockey Canada Safety Program (HTCP in Ontario). (Does not apply to Senior Recreational Teams and Senior Teams that do not compete in National or Regional Championship competition, at the discretion of the individual Branches).  
And either
  - b) i. a group of not less than fifteen (15) registered Players, at least two (2) of whom must be Goaltenders, who are qualified in one (1) Division and Category under Hockey Canada regulations governing age, and other regulations up to the maximum number provided by Hockey Canada regulations for Teams eligible for Regional or National Championship.  
or,  
ii. where that Team does not participate in either a Regional or National Championship, a minimum number of registered Players will be authorized by the Branch.  
NOTE: For the purpose of Playing Rule 2.2 (a), the minimum is six (6) Players.
  - c) For the purpose of Regulation E, "AP" refers to those Players from Club Teams, Affiliated Teams, or specially Affiliated Players when such Player(s) are participating with a higher Division/Category Team.
2. It is the responsibility of the Branch to ensure that every Team competing in any series conducted by **Hockey Canada** shall be **registered with Hockey Canada**.
3. A Team shall become a **Registered Participant with Hockey Canada** by **complying with the registration procedures** in the Branch within whose territorial jurisdiction such Team is situated. The Executive Committee of the Branch may in its discretion accept or refuse the **registration** of any Team.
4. A Team shall annually and when changes occur, keep the Branch in which it is registered informed of the names and addresses of:
  - a) Its President;
  - b) Its Secretary; and
  - c) The two (2) persons that the President and Secretary may designate as signing officers for the purpose of Release of a Player.
5. All lists, declarations or other submissions made on behalf of a Team shall be signed by the President and Secretary of the Team involved or by the designated signing officers as referred to in Regulation E.4 (c).

## **TEAMS, CLUBS AND AFFILIATIONS E**

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6. a) A Team registered either Major Junior or Junior A in the preceding year shall annually declare itself operative in the same Category of the same Division as of September 1, for the current Season, in order to retain title to its Players. Such declaration shall be made to the Branch Executive Director and communicated by letter to the Hockey Canada President by September 15.
- b) In the case of Senior AAA and Senior AA Teams, declaration shall be made to the Branch Executive Director and communicated to the Hockey Canada President no later than August 15.
7. After September 15 for Major Junior and Junior A and October 1 for Senior AAA and Senior AA Teams, the Branch shall have the right to take action to free Players of a Team, which, in the opinion of the Branch, has no intention of operating during the current Season.
8. **Registration with Hockey Canada** shall imply the acceptance of the Articles, By-Laws, Regulations, Policies and Playing Rules of **Hockey Canada**.

### **AFFILIATION**

**PURPOSE:** To provide an opportunity for higher Division or Category Teams to dress the maximum number of Players allowable for a game in accordance with the Playing Rules.

9. Teams may use one of the following systems of affiliation:
  - a) **Team-to-Team Affiliation.** Applicable to all Divisions, Senior, (Male and Female) Junior, Minor and Minor Female. Please refer to Regulations E.10-11 for further information and procedures.
  - b) **Specially Affiliated Players.** Applicable to all Divisions, Senior (Male and Female), Junior, Minor and Minor Female. Please refer to Regulations E.12-19 for further information and procedures.
  - c) **Club System.** Applicable to Junior, Minor and Minor Female Divisions only. Please refer to Regulations E.20-28 for further information and procedures.
  - d) A Junior Team within a Club system may also have an Affiliated Team as per Regulation E.9 (a) providing the Category of the Affiliated Team is not represented in the original Club system.

### **TEAM TO TEAM AFFILIATION**

10. a) A Team may only have one Affiliated Team.
- b) A Minor Team may have Affiliated one Team only from within the Team's designated geographic sub-division, as defined and approved by the Branch.
- c) A Junior or Senior Team may have as its one (1) Affiliated Team, a lower Category Team in the Junior Division situated anywhere within its Branch.
- d) A Junior or Senior Team may have as its one Affiliated Team, a Team from a lower Division which is situated within the geographic sub-division from which the selecting Team operates.

## **TEAMS, CLUBS AND AFFILIATIONS E**

- e) A Senior male Team may not Affiliate with a Major Junior Team, University Team, or College Team.
11. Notwithstanding Regulation E.10 (d), a Junior B Team may Affiliate with the next closest Minor Hockey Team for which an affiliation is available, providing all the following apply:
- a) There is no registered Juvenile or Midget Team in their local Minor Hockey Association and;
  - b) That the selected Minor Hockey Team outside their Geographic Subdivision is not Affiliated with any other Team of a higher division or Category and there is no other affiliation available to that Minor Hockey Team in its own geographic sub-division.

### **SPECIALLY AFFILIATED PLAYERS**

12. Branches may at their discretion adopt the following system: Junior/ Senior Teams that are permitted to have one Affiliated Team under Regulation E.10(a) may, if they wish and in lieu of one Affiliated Team have:
- (a) in Male Senior AAA, ten (10) specially Affiliated Players, at least one (1) of whom must be a Goaltender; and
  - (b) in all other Categories, nineteen (19) specially Affiliated Players of whom at least two (2) must be Goaltenders.

The specially Affiliated Players must be from lower Division or Category Teams operating in the geographic sub-division in which the selecting Team operates, and all such Players and Teams must be properly registered with the Branch.

13. a) A Minor Hockey Team may Affiliate nineteen (19) Players from within the Team's designated geographic sub-division, as defined and approved by the Team's Branch.
- b) A Geographic Subdivision may include a city, town, municipality, rural area or zone as established from time to time by a Branch within its own jurisdiction.
- c) A Player is only permitted to participate as an Affiliated Player with one Minor Hockey Team of a higher division or Category during a playing Season. Prior to participation as an Affiliated Player, the Player's name must appear on the Team's affiliation list filed within the Branch.
14. A Specially Affiliated Player shall not be permitted to play for the selecting Team until his Hockey Canada registration has been endorsed by the Branch Executive Director as being a specially Affiliated Player. Such endorsement may not be given by that Branch Executive Director, before the written consent from both Teams involved in the affiliation is filed with that Branch Executive Director.
15. Once a Player's Hockey Canada registration has been endorsed by the Branch Executive Director as being a specially Affiliated Player, his name becomes part of the selecting Team's list of specially Affiliated Players and may not be dropped from such list during the current Season and replaced, unless the Team with which he registered Releases him on or before January 10. The Branch Executive Director may not endorse specially Affiliated

## **TEAMS, CLUBS AND AFFILIATIONS E**

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Player's registration after January 15. On that date, the Branch Executive Director shall draw up the final list of the specially Affiliated Players and file said list with Hockey Canada no later than January 25 (for circumstances under which Players are Released see Regulation H).

16. No Player is permitted to be part of more than one (1) specially Affiliated Players' list at any one time during the current Season.
17. A Player, registered with a Team which has a "Team to Team" affiliation with a higher Division/Category Team may not be selected as a specially Affiliated Player.
18. Once a Player has been selected as a specially Affiliated Player, the Team with which that Player is registered may not enter into a "Team on Team" affiliation agreement with a higher Division/Category Team.
19. An Affiliated Player must have the approval of his/her registered Team.

### **CLUB SYSTEM AFFILIATION (JUNIOR/MINOR MALE/FEMALE)**

20. a) A Club is defined as a local Minor Hockey Association operated and controlled by a duly elected Executive or Board of Directors, the members of which shall designate from among themselves, the persons referred to in Regulation E.4.  
b) However Branches may at their discretion adopt an internal policy as to the definition of a Club and its signing officers within the confines of a geographical sub-division.
21. a) A Club may operate Teams in one (1) or more of the following Divisions: Junior (excluding Major Junior), Juvenile, Midget, Bantam, Pee Wee, Atom, Novice, Initiation.  
b) A Team operating within a Club, shall be known as a "Club Team".
22. The movement of Players within a Club, shall only be to a Team in a higher Division/Category.
23. All Club Teams shall be located in the same geographic sub-division as established by the Branch.
24. If two existing Club structures amalgamate, one of the existing Club structures must be Disbanded, and the Players of the Disbanded structure shall be dealt with in accordance with G.1.
25. If a Club intends to form a Team of a higher division or of a higher Category of the same division the following Season, it must notify its Branch Executive Director, and all of its registered Players by registered mail by May 1, in order to protect its right to overage Players for the following Season.
26. A Club shall annually and when changes occur keep the Branch in which it is registered, informed of the names and addresses of (a) its President, (b) its Secretary; and (c) the two (2) persons that the President and Secretary may designate as signing officers for the purpose of releasing a Player.

## **TEAMS, CLUBS AND AFFILIATIONS E**

27. All lists, declarations or other submissions made on behalf of a Club, shall be signed by the President and Secretary of the Club involved or by the designated officers as provided by Regulation E.26.
28. The names of all Club Teams, from which Junior Club Teams may draw Players, shall be filed by the Branch Executive Director with the President of Hockey Canada no later than December 30 by fax or electronic mail. Non compliance will result in the loss of Club Team privileges for the current Season.

### **GENERAL AFFILIATION PROCEDURES**

29. Notwithstanding Regulations E.10, E.11, and E.12, Major Junior Hockey Teams operating in the Western Hockey League, Ontario Hockey League and Quebec Major Junior Hockey League may Affiliate Players registered on Hockey Canada Teams in accordance with agreements reached between the respective Leagues and respective Branches.
30. a) Teams from different Divisions and/or categories competing within the same League are not permitted to Affiliate between themselves.  
b) In a Senior League which consists of Teams registered Senior AAA, Senior AA and/or Senior, notwithstanding Regulation E.30 (a) a higher Category Team participating in that League may Affiliate with a lower Category Team participating in that League, but such higher Category Team may not access a Player from a lower Category Affiliated Team while such higher Category Team is still in League competition.
31. All such affiliations permitted under Regulations E.9 to E.19 inclusive, shall terminate at the end of the current playing Season, and may not be altered during the current playing Season. If an affiliation agreement is broken during the current playing Season, the higher Division or Category Team shall not be allowed to use any of the Affiliated Team's Players, nor will they be permitted to have a replacement Affiliated Team.
32. In all affiliations permitted by preceding regulations in Regulation E, the written agreement between Teams involved in any one affiliation, shall be filed no later than December 15, by the Affiliated higher Division/Category Team with its Branch Executive Director. However, no Player is permitted to play for the higher Division or Category Team before such written agreement is filed with the Branch Executive Director.
33. The names of all Affiliated Teams shall be filed by the Branch Executive Director with the President of Hockey Canada no later than December 30 by fax. (The requirement to file the names of these Affiliated Teams with Hockey Canada would only be applicable for those Teams which are entering Hockey Canada Regional or National Championships).
34. Non-compliance with Regulations E.15 and E.33 will result in the loss of affiliation privileges for the current Season.

## **TEAMS, CLUBS AND AFFILIATIONS E**

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### **NUMBER OF GAMES A PLAYER MAY PLAY IN HIGHER DIVISIONS**

#### **OR CATEGORIES**

35. a) A Player of a Team of a lower Division or Category of the same Club, or of an Affiliated Team, or a specially Affiliated Player, may Affiliate to a Team or Teams of higher Divisions and categories at any time, to a maximum of ten (10) games. However, if the Player's registered Team completes its regular Season and playoffs before the Player's Affiliated Team or Teams, the Player may thereafter Affiliate an unlimited number of times. For Goaltender exceptions see Regulations B.42, E.36 (b).
- b) Exhibition and/or Tournament games, which are not part of regular League games or play-off games, are excluded from the number of games referred to in Regulation E.35 (a).
36. a) No new registration is required or shall be issued for Players so advancing, and such Players are not numbered among such higher Division/Category Teams twenty five (25), or twenty-one (21), twenty (20), or nineteen (19), as applicable, registered Players. (Regulation K- Imports)
- b) Appearance of a registered Player's name on the official game report of a game shall be considered participation in the game except in the case of an alternate Goalkeeper, in which case actual participation only shall be considered as taking part in the game, and such participation shall be specially noted on the official game report.
- c) A non-North-American Import is ineligible to advance to a Team of a higher Division or Category as an Affiliate regardless of the number of non-North-American Imports on the higher Division/Category Team.
- d) A Player, who is granted an appeal to register in Minor Hockey in a Branch other than their Home Branch or country, is ineligible to advance to a Team of a higher division or Category as an Affiliate Player.
37. Affiliated Players used by a higher Division/Category Team in a game, shall be designated on the official game report by the use of the symbol "AP" after their name on the Players line-up or roster.
38. **Affiliated Players remain Registered Participants of their lower Division/Category Team.**
39. A Team of a higher Division or Category may not use an Affiliated Player prior to receiving consent of the Team with which the Affiliated Player is registered.

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## F. PLAYERS

### RESIDENTIAL QUALIFICATIONS

1. It shall be the obligation/responsibility of all Branches under the authority of Hockey Canada, in their sole and unfettered discretion, to implement residency registration regulations for the formation of Teams within their Branch.
2.
  - a) Players must play in the Branch where their Parent(s)/court appointed guardian(s) reside.
  - b) Regulation F 2 (a) does not apply to Players registered in a Residential School (as defined in Regulation A) if they register with one (1) of that Residential School's hockey Teams.
3. In reference to F. 1, F. 2 (a) and F. 5, residence is established by:
  - a) The Parents' usual residence when Parents live in the same house, or if one of the Parents is deceased, the usual residence of the surviving Parent.
  - b) In cases where Parents do not live in the same residence, the legal residence is the usual residence of the Parent having legal custody of the Player;  
or,  
if both Parents have legal custody, the usual residence of the Parent with whom the Player usually lives;  
or again,  
if the Player lives equally with both Parents, his place of residence shall be determined by the Branch.
  - c) When legal custody has been granted to a third person, the usual residence of that person.  
NOTE: the term "usual residence" is defined as four (4) out of seven (7) days.  
NOTE: In the application of the above, the term "legal custody" and/or "legal guardian" refers to the granting of custody as determined by a Court of Law in one of the following circumstances:
    - i) the application of the Divorce Act,
    - ii) in the case of an order enforcing or recognizing a legal separation agreement,
    - iii) loss of Parental authority,
    - iv) when it is deemed the child's development is compromised,
    - v) when both (2) Parents are deceased,
    - vi) married, or the equivalent of married.
4.
  - a) Hockey Canada, in its sole and unfettered discretion under powers vested in it by By-Law **Fifty-Seven** may, on application made by or on behalf of any Player, deem such Player to be resident in a Branch other than that where his Parent is resident and Hockey Canada's decision in this regard shall be final and binding.



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- b) A Branch, in its sole and unfettered discretion may, on application made by or on behalf of any Player, deem such Player to be resident in a place within the Branch other than that where his Parent is resident and the Branch's decision in this regard shall be final and binding.
  - c) A Branch, in its sole and unfettered discretion may deem a non-Canadian Citizen to be resident in the Branch provided that the Player is in strict accordance with Hockey Canada Regulations F.1, F.2 and F.3.
  - d) A Branch may make application to the Hockey Canada Board of Directors or its National Appeals Committee for a non-Canadian Player to register within Hockey Canada if they are not in accordance with Regulation F.4 (c). Hockey Canada, in its sole and unfettered discretion under the powers vested in it by By-Law **Fifty-Seven** may, on application made by or on behalf of any Player by the Branch, deem a non-Canadian Citizen to be resident in that Branch other than where his Parent is resident and Hockey Canada's decision in this regard shall be final and binding.
    - i) Such Player, if granted the ability to register in said Branch under Regulation F.4 (d) would be ineligible to register with any Hockey Canada Team in a Division and/or Category, which could earn the right to participate in a Hockey Canada Minor Hockey National or Regional Championship.
    - ii) Such Player, if granted the ability to register in said Branch under Regulation F.4 (d), once registered with a hockey Team in accordance with Regulation F.4 (d) (i), is ineligible to participate as an Affiliate Player with any Team, which could earn the right to participate in a Hockey Canada Minor Hockey National or Regional Championship.
    - iii) Such Player, if granted the ability to register in said Branch under Regulation F.4 (d), may be further restricted by the Branch, **in its sole and unfettered discretion**, to register or participate with any Team which may qualify for their provincial championships.
    - iv) The Division or Category that such Player may play, if granted the ability to register in said Branch under Regulation F.4 (d) will be determined by said Branch with the exception of any Hockey Canada Team in a Division and/or Category which could earn the right to participate in a Hockey Canada Minor Hockey National or Regional Championship.
  - e) Current Residential School agreements supersede this regulation.
5. There shall be, however, no residential qualification required for Players registered with Senior and Junior Teams. Branches are, however, authorized to make restrictions with regard to the residential qualifications required for Players registered with Senior and Junior Teams under their jurisdiction.

## QUALIFICATIONS

- 6. Every person who is an Amateur in accordance with **Hockey Canada's** definition thereof (see Regulation A.3), is not under suspension by **Hockey Canada** or any of its Branches

or by any other member of the International Ice Hockey Federation, and is not a member of any Club or Team under the jurisdiction of any other member of the IIHF, shall be eligible for **registration** on a Team in **within Hockey Canada**.

7. The Team Officials of every Club and Team shall be responsible for representations made in respect to the eligibility of the Players of the Team or Club.

### **HOCKEY CANADA SPORTS SCHOOLS**

8. To be defined as a Hockey Canada Sports School the hockey program must:
  - a) register directly at the Branch level through an application process approved by the appropriate Branch;
  - b) have a formal Partnership with a recognized educational institution; and
  - c) these Partnerships must have the written approval of the Branch.
9. Placement of Sports School Teams shall be at the Branch discretion; however, those Sports School Teams shall not be allowed to compete in a play-off (League or Branch) that leads to a Regional or National Championship.
10. Composition of Sports School Teams, for example restrictions on the number of international Players, shall be a Branch responsibility.

### **REGISTRATION**

11. Every Player competing in the games provided by **Hockey Canada** and its Branches shall be a **Registered Participant** of a Team which is **itself registered with Hockey Canada** and shall, prior to competing in any League or championship game, be registered by the Branch and duly validated by the Branch Executive Director or his designate for the current playing Season. **Registrations for the upcoming hockey Season for male Junior and Senior Teams shall commence on June 1. All male Junior and Senior Teams in good standing shall be granted access to their Hockey Canada Registry (HCR) rosters as of June 1 and Branches may not approve the registration of any male Junior or Senior Player for the upcoming Season prior to June 1.**
12. A Branch or the **Board of Directors** of Hockey Canada, as applicable, may take disciplinary action against:
  - a) Any Team found to be in violation of any Hockey Canada registration regulation, and/or;
  - b) Any individual found guilty of having falsified or forged any document that would make that individual eligible to play hockey in any IIHF Member Federation.
13. Once registered with a Team, a Player shall remain with such Team until he is **released or meets the criteria** provided in Regulation H.8. When over-age, the Player shall be considered a **Registered Participant** of the next Team of his Club, provided the Club has a Team in a higher Division for which the Player is eligible.

## PLAYERS F

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14. The process for registration shall be in line with Hockey Canada's Registry requirements.

15. Upon validation and approval by the Branch Executive Director, registration data will be distributed as follows:

- a) to the Branch;
- b) to the local association/Team;
- c) to Hockey Canada's Registry.

16. The Branch Executive Director will not approve a registration until it is fully completed with all required information.

17. Registration shall be accepted only if the information is in the hands of the Branch Executive Director or forwarded by registered mail post marked no later than midnight February 10 or the first business day following if February 10 falls on a Saturday, Sunday or a statutory holiday.

18. Every Player applying for the first time for registration as a Minor and Junior shall submit a birth certificate issued by a competent authority.

19. In cases where it is impossible to secure a birth certificate, the Branch Executive Director may, if he considers the supporting evidence satisfactory, accept in lieu thereof a duly certified baptismal certificate, issued before the age of ten (10) years, or the age at the date of entry in this country as certified by the form filed at the port of entry.

20. Notwithstanding Regulation F.19, Players, older than ten (10) years of age, who wish to register for the first time, and do not possess a birth certificate, must, in addition to a baptismal certificate or verification of age at the date of entry into Canada, produce further supporting documentation deemed satisfactory by the Branch Executive Director.

21. Furthermore, when a Player has been registered under the age of ten (10), the said certificate shall be examined by the Branch Executive Director and not endorsed unless supported by a duly certified baptismal certificate, or a letter from Canada Employment and Immigration Department showing the date of entry to Canada, or a statement of age according to school records as endorsed by the principal of the school in which the pupil first started his education and furthermore, such a certificate shall not be approved by the Hockey Canada President unless he is in possession of the evidence already mentioned in this Regulation.

22. Any Player who is a Registered **Participant** of a Branch, and who has been proven guilty by his Branch, or Hockey Canada of:

- a) Falsifying or forging a birth certificate;
- b) Falsifying or forging Hockey Canada registration information;
- c) Playing under an assumed name; or
- d) Having had knowledge that any of the above has occurred;

Shall be automatically suspended from playing hockey with any Team for a period of up to three (3) years from the date of suspension.

23. Any Team Official or, individual holding an executive position with a Team, Club or association, proven guilty after a proper hearing by his Branch or Hockey Canada of having been a party to, or having had knowledge of such falsification, shall be suspended for a period of not less than three (3) years from playing or holding office with any Team, Club, or association affiliated with Hockey Canada.
24. Every Club Team shall be responsible for any representation made to **Hockey Canada** regarding the age of Players. In the event of a Team playing an ineligible Player in connection with any play-off games in Branch or Inter-Branch play-downs, the Team shall be dropped from the year's competition and the opposing Team shall be considered the winner of the round. In the case of a Team playing any Player ineligible in games preceding the above, the Player shall be dropped, and at the discretion of the Branch Executive the Team itself may be allowed to continue in competition. If the Team is allowed to continue in competition, all games won in the current series or the most recently completed series, provided the Team is between series while playing the ineligible Player shall be awarded to the Team or Teams which competed against it; but if a Team is not allowed to continue in competition, all games played by it shall be cancelled.
25. Every Coach, manager, safety person/trainer and equipment manager of any registered Team competing in the games provided by **Hockey Canada** and its Branches shall be a **Registered Participant** of a Team which is itself registered with **Hockey Canada** and shall, prior to competing in any League or championship game, have a Hockey Canada registration completed through the Branch duly validated by the Branch Executive Director or his/her designate for the current playing Season.
26. Every Player, Coach, manager, trainer by acceptance of registration in **Hockey Canada**, acknowledges the authority of **Hockey Canada** and its Branches, and undertakes to abide by the Articles, By-Laws, Regulations, Policies and Playing Rules of **Hockey Canada** and its Branches.
27. Team Officials wishing to also play must also be registered on an approved Player's registration.
28. Any registered Player is eligible to play in Branch or Inter-Branch play-offs, whether he has played a League game with his Team or not.
- 28.1 Notwithstanding Regulation F:28, any Female Midget Player, including Affiliate Players, must have played a minimum of 50% of her registered Hockey Canada Team's total League games to be eligible to participate in League, Regional and National playoffs leading to the ESSO Cup. If the Player's registered Hockey Canada Team does not play in a League, the Player must play in a minimum 50% of her Team's exhibition and Tournament games. Where a Player is unable to participate in 50% of her Team's games due to illness or injury, her eligibility under this Regulation will be determined by the Branch or, in the case of Inter-Branch competition, the President of Hockey Canada, following receipt of appropriate medical documentation.

## **PLAYERS F**

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29. A Player may not register and play under a second registration in the same Season unless properly Released from the initial registration in accordance with Regulation H. Violations of this provision will result in the immediate suspension of the Player. Branches, at their discretion, may dual sign Minor Female Players on both Female and Minor Male Teams, where applicable.
30. Players participating with a Team at a CCAA, CIS, NJCAA or NCAA institute of education after January 10 of the current Season shall be ineligible for participation with a Hockey Canada Team for the remainder of that Season (does not apply to Female Hockey other than Teams participating in League, Regional and National playoffs leading to the ESSO Cup).
31. Branches of Hockey Canada will issue to all registered Teams a Player registration allotment under the following guidelines:
- |                     |  |
|---------------------|--|
| a) i) Senior Male   | not more than forty-five (45) registrants  |
| ii) Senior Female   | not more than twenty-five (25) registrants |
| b) i) Junior Male   | not more than forty-five (45) registrants  |
| ii) Junior Female   | not more than twenty-five (25) registrants |
| c) i) Juvenile Male | not more than twenty-five (25) registrants |
| ii) Juvenile Female | not more than twenty-five (25) registrants |
| d) i) Midget Male   | not more than twenty-five (25) registrants |
| ii) Midget Female   | not more than twenty-five (25) registrants |
| e) i) Bantam Male   | not more than twenty (20) registrants      |
| ii) Bantam Female   | not more than twenty (20) registrants      |
| f) i) Pee Wee Male  | not more than twenty (20) registrants      |
| ii) Pee Wee Female  | not more than twenty (20) registrants      |
| g) i) Atom Male     | not more than twenty (20) registrants      |
| ii) Atom Female     | not more than twenty (20) registrants      |
| h) i) Novice Male   | not more than twenty (20) registrants      |
| ii) Novice Female   | not more than twenty (20) registrants      |
32. Goaltenders registered under this regulation shall be clearly identified as "Goaltenders". Players designated as Goaltenders shall not be permitted to play any other position. Any Coach who allows either of the Goaltenders to play in any position other than goal shall be automatically suspended until dealt with by the Branch Executive, when playing under the Branch, and by the Chair of the Board when playing in Hockey Canada playoffs. The final twenty (20) (in the case of Midget AAA Teams), twenty-three (23) (in the case of Junior A and Junior B) and twenty-five (25) (in the case of Senior), registered Players shall include at least two (2) Goaltenders. (See Regulation F.39)
33. Regulation F.32 does not apply to the Pee Wee Division or below, however, on Female Senior hockey Teams at least one (1) Player shall be designated a "Goaltender".

34. Notwithstanding Regulation F.31, the following Teams may not register, at any one time, more than:
- a) Twenty-five (25) eligible Players in the case of Junior Male Teams and Juvenile Male Teams;
  - b) Nineteen (19) eligible Players in the case of Minor Male and Minor Female Teams;
  - c) Twenty (20) in the case of the highest registered level of Male and Female Midget hockey in the Branch.

### **REGISTRATION PROCEDURES**

35. A Team registering Players must submit all information required for the National Registry to its Branch Executive Director for proper validation and approval.
36. Branch Executive Directors may refuse to validate and approve any registration which is not properly completed as requested in Regulation F.35.
37. Effective the beginning of the 2008-09 registration Season, the specific mandatory fields of information required to be part of all real time electronic submissions made to the Hockey Canada Registry are:

- Last Name
- First Name
- Date of Birth
- Address
- Street address or PO Box
- City/Town
- Postal Code
- E-mail address (if available)
- Team Name (Club name)
- Team Division (Novice, Atom, Peewee, Bantam, Midget, Junior, Juvenile, Senior, and Adult Recreational)
- Team Category (A, AA, AAA, B, C, 1, 2, 3, etc)
- Role on Team/Association (Player, Goaltender, Coach, Bench Staff, Safety, or Official)
- Official (Referee, Linesmen and certification, Season of qualification and criminal record check)
- Coach (level of Coach certification, Season of qualification and criminal record check)
- Safety Personnel (level, expiry date and criminal record check)
- Registration date
- Name of Minor Hockey Association or Club name
- Affiliate Status
- Import status
- Tryout status
- Release status and Release Date
- Active Season (i.e. 2007/08, 2008/09)

## **PLAYERS F**

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Hockey Canada assures the Branches that any and all Registration data gathered by Hockey Canada from the Branches will be kept in a protected and secure manner. The Branches of Hockey Canada shall at all times retain ownership and control of any and all data in the Hockey Canada Registry specific to their respective Branch. There will be no commercial use of the data by Hockey Canada in any way, shape or form, unless expressly agreed to in writing by, and in Partnership with, the Branch(s). (To clarify, the data will not be used directly or indirectly to market to and/or contact those registered within the Hockey Canada Registry without the express written permission of the Branch for each use.)

### **SENIOR MALE AND JUNIOR MALE CUTDOWN DATES**

38. On December 1, all Junior Teams must reduce to not more than twenty-five (25), the total of the following:

- a) The number of registered Players on their active list; and
- b) The number of allotted but unused registrations. If twenty-five (25) Players are listed, at least two (2) must be Goaltenders.

39. On January 10, all Senior Teams must reduce to not more than twenty-five (25), Junior A and B Teams must reduce to not more than twenty-three (23) and all other Junior Teams to not more than nineteen (19) of the following:

- a) The number of registered Players on their active list; and
- b) The number of allotted but unused registrations.

If all allotted registrations are used, twenty-five (25) for Senior Teams, twenty-three (23) for Junior A and B Teams or nineteen (19) for all other Junior Teams, at least two (2) must be Goaltenders. Notwithstanding any other provision in these Regulations, Senior Teams at the AAA level may register up to twenty-eight (28) Players on their active Player lists. Senior Teams below the AAA level (at the sole discretion of the individual Branch) may register up to thirty (30) Players on their active Player lists. Teams that choose to register more than twenty-five (25) Players on their active Player list may not Affiliate with a Senior AAA Team.

**FILING OF ACTIVE LISTS OF PLAYERS**

40. The December 1 and January 10 lists must be in the hands of the Branch Executive Director or forwarded by fax, or at the Branch's discretion via electronic mail, no later than midnight December 1 and/or January 10 (whichever date applies).
41. Any Team failing to abide by Regulation F.40 shall be declared ineligible for further competition until the preceding outlined provisions are met and provided further that non-compliance shall result in all Players being declared Released from membership with the Team, under the authority and guidelines of the Branch Executive.
42. A Team which has nineteen (19), [twenty (20) in Midget AAA, twenty-five (25) in Senior, and twenty-three (23) in Junior A and Junior B] registered Players listed with the Branch Executive Director on January 10 shall not be permitted to register any further Players during the current Season. A Team, which has fewer registered Players may, if it has allotted but unused registrations, register eligible Players until the final registration date, but once a vacancy on the Player roster has been filled it may not be used again.
43. Any Player Released under Regulations F.48 or F.50 must be signed by his new Team before the final registration date, which is February 10 in any Season. (See Regulations F.48 and F.50)
44. Should a Player wish to re-sign with his former Team, he may do so only by obtaining a new Player's registration.
45. After January 10, no Team shall be able to Release any of its Players and replace the Players Released by any other new Players, whether such new Players were free agents or Players Released by other Teams or otherwise.
46. Players Released from Hockey Canada Teams after January 10 shall be ineligible to play with any other Hockey Canada or USA Hockey Team for the balance of that Season. (see Regulation H.7)
47. Players Released from other IIHF Member Federation Teams after January 10 shall be ineligible to play with any Hockey Canada Team for the balance of that Season.
48. Registered Players whose names are deleted or omitted from active Player's lists as of December 1 and/or January 10 (whichever date applies) under Regulations F.38 and F.39 are automatically Released as of these dates and may register and play with any other Team if otherwise eligible.
49. A Player registered with a Senior AAA, Senior AA, Major Junior or Junior Team who, prior to January 10 in the current Season, is injured or becomes medically unfit to play for the balance of the Season, may be protected on the January 10 list but would not count in the total number. It is understood that this Player will not be able to compete for the balance of the Season and a medical certificate, satisfactory to the Branch must be provided.



## **PLAYERS F**

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50. a) Any Team which registers twenty-five (25) Players by December 1 and nineteen (19) (twenty-five (25) in the case of Senior, twenty-three (23) in the case of Junior A and Junior B) Players by January 10, shall lose title to all other Players on its list of registration of the previous Season.
- b) A Team wishing to continue to hold title to Players registered from the previous Season must name these Players on its list as of these dates, but in no case shall the total number of Players be more than twenty-five (25), twenty-three (23) or nineteen (19) as the case may be, including at least two (2) Goalkeepers.
- c) If in accordance with Regulation F50 (b), a Player's name appears on the December 1 and January 10 lists of a Team during the current Season without that Player having obtained a current Season registration, he becomes a free agent as of midnight, February 10 of that same Season.
51. Notwithstanding the preceding provisions in Regulation E, Teams shall not be permitted to dress more than nineteen (19) Players except for Senior Teams (Male and Female), Junior Teams and the highest registered level of Midget (Male and Female) hockey Teams who may dress twenty (20) Players for any game or pre-game warm-up in accordance with the playing rules. The number of Players must include two (2) Goalkeepers.
52. A maximum of nine (9) twenty (20) year olds shall be permitted on Junior A game sheets, including Affiliates, for all regular Season and play-off games.

## **VARIATIONS FOR THE CANADIAN DEVELOPMENT MODEL**

(The following regulation applies to male Midget aged Players only.)

53. Notwithstanding the preceding provisions in Regulations B and F,
- a) First year eligible Midget Players (fifteen (15) year olds) shall only register and compete in Minor Hockey.
- b) First year eligible Midget Players (fifteen (15) year olds) who believe they are 'exceptional' and should be excluded from the previous provision may appeal to play Major Junior hockey under the provisions and conditions outlined in the Hockey Canada Policy Manual.
- c) Affiliation of first year eligible Midget Players (fifteen (15) year olds) to Major Junior and Junior A and B hockey Teams shall be permitted with the following restrictions:
- i) A Team may Affiliate no more than five (5) Players for up to a maximum of five (5) games during the Season.
- ii) The Player must sign a special affiliation form with the permission of his regular Team.
- iii) A Player shall NOT be called up, except under emergency conditions, when the Player's regular Team is playing or when the Player has semester exams at school.
- iv) When the Player's regular Team is finished its Season, the Player may join the Major Junior/Junior A or B Team for the balance of its Season.

- v) In Junior hockey, the Team would be restricted to calling up one (1) fifteen (15) year old per game.
  - vi) A Player may specially Affiliate to a Major Junior Team and a Junior A or B Team in the same Season and play a maximum of five (5) games with each Team if he so chooses and his regular Team agrees.
  - vii) Should a Major Junior League choose not to utilize this provision, the Player would NOT be eligible to Affiliate to two (2) Junior A or B Teams in that League or Region.
  - viii) Any special Player affiliation as a result of the National Junior/Under 17/CWG Events/World Junior A Challenge will not count in the five (5) game total per Team.
- d. A second year eligible Midget Player (sixteen (16) years old) registering and participating in Junior hockey shall do so under the following guidelines:
- i) Major Junior: Each Team is allowed to register a maximum of four (4) Players
  - ii) Junior A: Each Team is allowed to register a maximum of two (2) Players
  - iii) Junior B: Each Team is allowed to register a maximum of two (2) Players
  - iv) Junior C and D: Each Team is allowed to register one (1) local Player. The definition of "local" shall be that contained in the Hockey Canada Policy Manual. A local Player shall not Affiliate to any higher Category Team.
- e. Affiliation between Minor to Junior and Junior to Junior:
- i) A Player sixteen (16) years of age or older may be named as an Affiliate Player with both a Major Junior Team and either a Junior A or a Junior B Team in the same Season.
  - ii) A Player sixteen (16) years of age or older may Affiliate a total of ten (10) games during the regular Season and playoffs with each of his Affiliated Teams as rostered in (i). However, if his registered Team completes its regular Season and playoffs before his Affiliated Team or Teams, he may thereafter Affiliate an unlimited number of times.
  - iii) The Player must sign a special affiliation form with the permission of his regular Team.
  - iv) Any Player affiliation as a result of the National Junior / Under 17 / CWG Events / World Junior A Challenge will not count in the ten (10) game total per Team.
  - v) Affiliation of Goaltenders will be governed by Regulation E. 36 (b).
  - vi) Affiliation of Minor-aged Players to Junior "C" and "D" Teams will be governed by Regulation E.
- f) The maximum number of non-North American Players that can register and play Major Junior hockey shall not exceed two (2) per Team.
- g) Major Junior hockey shall establish by **2015-16** the maximum number of American Players by Team or League that can register and play on Canadian based Teams.

## G. PLAYERS OF DISBANDED TEAMS

1. Players of a Team Disbanding on or before January 10 of a current Season may be permitted to play with other Teams within the Branch in such manner as may be decided by the Branch Executive, provided however, that any Player of the Disbanded Team transferred to such Team from another Branch during the current Season shall be entitled to return to that Branch if he so desires, and the Branch Executive shall grant his re-transfer on request.
2. See Regulation H.8 (i) for Teams that have Disbanded at the conclusion of the Season.

## H. PLAYER RELEASES

1. A Player desiring to transfer from one Team to another within the Branch must first secure a Release in writing from the Club or Team of which he is a **Registered Participant**. Such Release shall be filed with the Branch Executive Director along with the new registration data. If a Team uses a Player who is not properly registered, the Branch shall have the right to discipline the Club or Team as they see fit.
2. Even though a Release has been obtained, the Branch Executive shall have the right, in its discretion, to refuse the transfer from a Team within a Branch to another Team within the same Branch.
3. Where the Release of a Player is required, it shall be effective only if signed by the President and Secretary or by the designated signing officers of the Team or Club of which the Player is a **Registered Participant**, as provided for in Regulation E.4 or Regulation E.20 whichever applies.
4. All Releases shall be unconditional (subject to Regulation H.2).
5. A suspended Player **may only be released**, at the discretion of the Branch and Hockey Canada and, provided it is arranged with the Branch/IIHF Member Federation that the Player will serve his suspension with the new Club, Team, association, Branch or IIHF Member Federation.
6. A Player may appeal to obtain his Release from his previous Season's registration under By-Law **Fifty-Six**.
7. Players Released from Hockey Canada Teams after January 10, shall be ineligible to play with any other Hockey Canada or USA Hockey Team in the current Season. (See Regulation F.46)
8. Notwithstanding Regulations H.1 to H.7 inclusive, a Player shall not require a written Release under the following conditions:
  - a) When he has not been a **Registered Participant** of any Club or Team in **Hockey Canada**, or in any other Federation of the IIHF during the previous playing Season.

## PLAYER RELEASES H

- b) When a Player is of Junior hockey age or under and resides with his Parent and the Parent changes his place of residence and the Player continues to reside with his Parent. When a Release under this regulation involves a Branch-to-Branch transfer, it shall be the responsibility of the registrar of the Player's new Branch to ensure, by statement or otherwise, that the Player is qualified under this exemption.
  - c) When a Player is of Minor Hockey age and registers with a Hockey Canada Sports School. When a Release under this regulation involves a Branch-to-Branch transfer, it shall be the responsibility of the registrar of the Player's new Branch to ensure, by statement or otherwise, that the Player is qualified under this exemption.
  - d) When the Player is a member of any Branch of the permanent military forces or of the R.C.M.P. and his residence is changed.
  - e) When the Player has been a full-time employee since May 1 of the previous Season and is moved by his employer and continues to be employed by the same employer. Also when a Player has left school at the end of the scholastic year to enter into employment for the first time thereafter, is moved by his employer and continues to be employed by the same employer.
  - f)
    - i) When a Player becomes over-age for the Division in which he last registered and there is in the community in which he resides or last registered, no Team of the same Club in a higher Division in which he is then qualified.
    - ii) Junior Players who become over-age as a result of League self-imposed age restrictions, whether part of a Club or not, shall, for the purpose of interpreting this regulation be deemed free agents as of November 1 of the current Season.
  - g) When a Player qualifies as outlined in Regulation G.1 as a Player from a Disbanded Team.
  - h) When a Player qualifies under Regulation F.43 or Regulation E50 (a) & (c).
  - i) When a Player was a **Registered Participant** in the previous Season of a Team that does not operate in the current Season.
  - j) Player Released under a decision of Hockey Canada or a Branch. (See By-Law Fifty-Six)
9. a) Any Player previously registered with a Hockey Canada Team (non-Major Junior), registering with any Major Junior Team who returns to a Hockey Canada Team in the same or succeeding Season (non-Major Junior), shall be deemed to be a **Registered Participant** of the last Team with which he was registered, prior to registration with the Major Junior Team.
- b) Any Player who was last registered with a Hockey Canada Team (non Major Junior) in the previous Season as of February 10, who registers with a Major Junior Team for the current Season, and during the current Season wishes to return to a Hockey Canada Team (non-Major Junior), shall be deemed to be a **Registered Participant** of the Hockey Canada Team (non-Major Junior) he was registered with as of February 10 in the previous Season.

## PLAYER RELEASES H

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- c) Any Player, who was last registered with a Hockey Canada Team, and is then enrolled at an American Institute of Education, or enrolled as a bonafide student in regular and fulltime attendance at a recognized Canadian University, and participates as an active **Player** with their varsity or Junior varsity hockey program, or registered with a Team in the IIHF who returns to be a **Registered Participant** within Hockey Canada in the same or succeeding Season, shall be deemed to be a **Registered Participant** of the last Team with which he was registered, prior to such enrollment.
- d) The above regulations apply only in cases in which the appropriate hockey Team has an open place on its Hockey Canada registration allotment.

NOTE: There is no Regulation I in these Regulations.

## J. TAMPERING

- 1. a) Team Officials of a Hockey Canada Branch Team shall not encourage indirectly, or invite in a direct manner, a **Registered Participant** of another Hockey Canada Branch Team from the previous Season in the same or higher Category or from the current Season in any Division or Category, to be allowed to participate in training camp activities or in any games without first having secured permission in writing, in the manner set forth below from the Team or Club with which such Player is registered. For failure to comply with the above regulation, the responsible Team and/or Team Official shall be sanctioned in any one or combination of the following manners:
  - i) A fine up to five thousand dollars (\$5,000) to the offending Team, payable to the Team which files the tampering charge within thirty (30) days of notification;
  - ii) The deduction of two (2) unused Player allotments for that Season;
  - iii) Compensation to the Club that may lose a Player to the offending Team through subsequent appeal through By-Law **Fifty-Six**. The level of compensation shall be determined by the Hockey Canada Board of Directors or National Appeals Committee;
  - iv) A minimum ten (10) game suspension (regular Season or play-offs) to the head Coach of the offending Team;
  - v) A suspension for a period up to one (1) year to the responsible Team Officials of the offending Team.
- b) The written permission referred to in Regulation J.1 (a) shall be a statement filed with the Branch in which the Player's Team is registered, which statement shall be signed by the President and Secretary or by the designated signing Officers of the Team with which the Player is registered as provided for in Regulation E.4 or Regulation E.20, whichever applies.
- c) The charge of tampering must be filed in accordance with the Hockey Canada appeal procedure as established by By-Law **Fifty-Six**. If all Teams involved are from the same Branch, the charge/appeal shall be dealt with by that Branch.

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## K. TRANSFERS

1.
    - a) The final date for filling application forms for Inter-Branch or USA Hockey transfers is February 10.
    - b) The final date for filling application forms for International transfers is January 31.
    - c) The addition of USA Hockey and International transfers is recognized in Regulations K.6, K.7, K.18 and By-Law 56.3.
  2. For transfer of suspended Players please note Regulation H. 5.
  3. All Players transferred, whether Inter-Branch, USA transfer or International, must be signed within two (2) weeks. No Team can hold a Player idle. At the Branch's, or Hockey Canada's discretion, failure to allow the Player to participate within two (2) weeks shall make the Player eligible to sign with any other Team.
  4. Players so transferred (other than non-North American Players), may advance to a Team of a higher Division or Category of the same Club, or to an Affiliated Team or as specially Affiliated Players, only if the total number of active Imports on such higher Category Team does not exceed the number provided for such Team in any game unless special permission has been given by **Hockey Canada** for the Team to have additional Imports under By-Law 60.
  5.
    - a) No Inter-Branch, USA Hockey transfer, or International transfer will be given to any Player to register and play Minor Hockey unless such Player comes within the provisions of Regulation F.3 (b) or Regulation H.8 (b).
    - b) A Minor Player that continues to reside with his Parents in a Hockey Canada Branch or in the USA, but wishes to play Minor Hockey in another Branch, must receive approval from both the incoming Branch and the outgoing Branch they wish to transfer from. If this does not occur, the Player may appeal to Hockey Canada under By-Law **Fifty-Six** (USA Hockey defined as Branch where applicable).
    - c) A Minor Player transferring without his Parents from a member of the IIHF in order to attend school within a Hockey Canada Branch may be deemed eligible to register in that Hockey Canada Branch on a House League (as defined in Regulation A) Team as follows:
      - (i) Such Player will not be eligible to register or Affiliate to a higher Category/ division Team.
      - (ii) It shall be the responsibility of the registrar of the Player's new Branch to ensure, by statement or otherwise, that the Player is qualified under this regulation;
      - (iii) An appeal to the National Appeal Committee will not be required under this regulation.
      - (iv) All applicable transfer fees are due to Hockey Canada at the time of registration with the Branch.
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## **TRANSFERS K**

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- (v) This Regulation does not apply to Players registering with Hockey Canada Sports School programs.
  - d) Notwithstanding the above, a Player may be granted an Inter-Branch transfer, USA or International transfer to play hockey if he comes under the provisions of Regulation H. 8 (d).
6. a) No Player of Midget eligibility or under (refer to Regulation B.1) may be transferred from Branch to Branch, or from USA Hockey to Hockey Canada, or from any other IIHF Federation to play other than Major Junior hockey unless such Player comes under Regulation H.8(b) or (c). There is an exception for those Midget Players in their last year of Midget eligibility, when there is no Junior A hockey in their Home Branch.
- In order to address Regional differences that exist within the hockey program in Canada, Branches may enter into Agreements with other Branches, which would authorize the transfer of Players in their last year of Midget eligibility. Said Agreements shall only be in effect upon being ratified by the Hockey Canada Board of Directors. In order for Hockey Canada to provide its ratification, such Agreements shall include provisions whereby any Branch which is a party to an Agreement may terminate the Agreement at the end of each playing Season.
- b) No Player of second year Midget eligibility or under may be transferred from Hockey Canada to USA Hockey unless a Player resides with his Parent and the Parent changes his place of residence to the USA and the Player continues to reside with his Parent.
  - c) A Player of Midget age transferring to a Residential School shall be declared an Import if such Player registers to play with a Junior Team operated by that Residential School.
  - d) The timelines outlined in Regulation K.6 (d) refer only to Players transferring to play on Teams eligible for National and Regional championships, or transferring to play within Hockey Canada Sports Schools (Regulation F.8), or transferring to play on Teams registered with USA Hockey. All other transfers will be heard upon presentation of appropriate appeal documents.
- Where a Player wishes to appeal for a transfer with respect to K.6 (a) or (b) due to special circumstances, such appeals will be heard by the National Appeals Committee only three (3) times within the year. For appeals that will be heard during the first week in August, all appeal documents must be in the Hockey Canada office by July 15, for appeals that will be heard during the first week in October, all appeal documents must be in the Hockey Canada office by September 15, and for appeals that will be heard during the first week in November, all appeal documents must be in the Hockey Canada office by October 15.
7. A Player transferred under Regulation K.6, if Released by the Hockey Canada Sports School, Major Junior or lower Category Junior Team, may not register and play for any other Team in that Branch since the Inter-Branch, USA transfer or International transfer becomes null and void as of the Release date.

**INTER-BRANCH TRANSFERS**

8. A Player desiring to transfer from a Team in one Branch to a Team in another Branch shall first obtain a Release in writing (if applicable, please review Hockey Canada Regulation H: "Player Releases") from the Team of which the player is a Registered Participant. The Player shall then complete and sign an application for a transfer upon the form provided by Hockey Canada. Application forms shall be fully completed.
9. The application form, Player's registration and Release must be in the hands of the Branch Executive Director to which the Player is transferring before the first game in which the Player is to participate.
10. Within five (5) business days of receipt of such application, the Executive Director of the Team's Branch must apply to the other Branch concerned for an Inter-Branch transfer.
11. The Branch to which such application is being made must reply to the applicant Branch with its approval or rejection of the application, within five (5) business days of receiving such application. In case of rejection, the reasons therefore must be stated. Any rejection without reasons therefore, shall be deemed to be an approval of the transfer.
12. No reply within five (5) business days shall be regarded as an affirmative reply, and the applicant Branch shall so notify the Hockey Canada President.
13. The provisions in Regulations K.8, K.9, K.10, K.11, K.12 shall not apply from May 1 to July 31 of each year.
14. When the application for transfer has been approved and completed, a copy shall be forwarded to Hockey Canada by the Executive Director of the Branch that the Player is transferring to.
15. For further clarification of the regulations regarding Inter-Branch transfers, it is noted that the Players that qualify under exceptions listed in Regulation H.8 must possess an Inter-Branch transfer.
16. The Hockey Canada Branches shall proceed within the Inter-Branch transfer process (Regulations K.11-16) using the Hockey Canada Intranet system. In cases in which the Intranet system is not able to function properly Branches shall apply the above regulations by means of using a fax or electronic mail. If the problem with the system is for an extended period of time, Hockey Canada and its Branches will determine how to best serve their Registered Participants.
17. No Player who requires an Inter-Branch transfer shall participate in any game until he, or his Team, or the applicant Branch is in possession of his approved Inter-Branch transfer. The responsibility for enforcing this shall rest on the applicant Branch and, in the case such Player has played without his approved Inter-Branch transfer as herein defined, the Team playing him shall automatically be suspended, shall be dealt with by the Branch and shall lose the game or games in which said Player participated.



## **TRANSFERS K**

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### **INTERNATIONAL TRANSFER PROCEDURES**

18. No Player of Minor Hockey age shall be transferred from Hockey Canada to any other member of the International Ice Hockey Federation except as provided by Regulation H.8 (b). Players that wish to transfer without their Parents must **appeal** to Hockey Canada under **By-Law 56**.
19. Any registered Hockey Canada hockey Player, playing for a Team registered in any other Federation of the IIHF in a regular League game, shall become ineligible to participate in any Hockey Canada competition for the remainder of the current Season unless he has been properly transferred and is otherwise eligible under provisions of other Hockey Canada Regulations.
20. Any Player who was previously registered with any other IIHF Member Federation, wishing to register with a **Hockey Canada** Team, must first obtain a USA transfer or an International transfer from the last Federation in which he was registered.
21. All transfers between other registered members of the IIHF and Hockey Canada shall be governed by IIHF Transfer Regulations. The IIHF Transfer Regulations are contained in their entirety in the back of Regulation K, Appendix K-1.

### **USA HOCKEY TRANSFERS**

22. All transfers between USA Hockey and Hockey Canada shall be governed by the USAH/HC/CHL Transfer and Release Agreement. The agreement is contained in its entirety at the back of Regulation K, Appendix K-2.

### **TRANSFER FEES**

23. Inter-Branch fees shall be as follows:
  - a) Inter-Branch Transfer [Branch retains fifty dollars (\$50)]  
..... one hundred dollars (\$100)
  - b) Players that qualify under Hockey Canada Regulation H.8 (b) shall not have to pay the Inter-Branch transfer fee.
  - c) Players registering on Female Teams which cannot advance to Regional or National Championships are not required to pay the Inter-Branch transfer fee.
  - d) No Inter-Branch transfer fee will be charged when a Player transfers back to a Branch in which he had been registered for the two (2) consecutive Seasons prior to his transferring to another Branch for one (1) full Season. This exemption is not applicable to Players transferred to USA Hockey and who are seeking transfer back to a Hockey Canada Branch.

24. Incoming USA Hockey transfer fees shall be as follows:

- a) Incoming USA Transfer [Branch retains fifty dollars (\$50)]  
..... one hundred fifty dollars (\$150)
- b) A Player that wishes to return to Hockey Canada for consecutive Seasons does not need to pay the fee provided that a renewal transfer is filed prior to August 1.

25. International transfer fees shall be as follows:

- a) Total fee for incoming transfer may be a maximum of two thousand four hundred dollars (\$2,400). Please note that in some cases the following components of the costs may not be required:
  - i) IIHF Card (generally only for Players eighteen (18) years of age or over) . . . .  
..... eight hundred dollars (\$800)
  - ii) Hockey Canada Application Fee [Branch retains five hundred dollars (\$500)  
..... one thousand dollars (\$1000)
  - iii) IIHF Fax Approval Fee (only if transfer approved by fax) . . . . .  
..... one hundred dollars (\$100)
  - iv) Former Federation Transfer Fee (some Federations may not charge or charge a reduced rate) . . . . . five hundred dollars (\$500)
  - v) Hockey Canada fees and Branch fees [Regulation K.25 (a)(ii)] do not apply to girls and/or women playing Female hockey.
- b) Outgoing International Transfer Fee . . . . . five hundred dollars (\$500)

The new Federation generally pays this fee. It is applicable for all outgoing transfers.

**IMPORTS**

26. a) Teams will be permitted to register Imports only to the extent that the total number of such active Imports does not exceed, at any one time during the current Season, the numbers prescribed below:

- i) Major Senior AAA Male Team - Six (6)
- ii) A Junior Male Team - Eight (8)
- iii) A Senior Female AAA Team - Six (6)
- iv) A Junior Female Team - Two (2)

In the case of Female Senior AAA Teams, of the six (6) Imports a maximum number of four (4) may be USA Hockey transfer Players. Such USA Hockey transfer Players shall retain their Import status when registering with Hockey Canada for subsequent Seasons. This Regulation, in Female hockey, shall only be applicable to Teams competing for a National or Regional Championship.

b) Notwithstanding Regulation K.26 (a), Teams under the level of Major Junior will not be permitted to register any non-North American Imports. Senior and above Teams are permitted to register among their Imports, a maximum of one (1) non-North American Player within the current Season. Such Players retain their Import status

## **TRANSFERS K**

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when registering with Hockey Canada for subsequent Seasons.

Senior Female Teams are permitted to register among their Imports a maximum of two (2) non-North American Players within the current Season.

In the case of Female hockey, two (2) Imports may be from a non-North American country.

27. A Team may not exceed, at any time, its quota of Imports as provided in Regulation K.26. However, if a Team has an unused Player's allotment it may Release an Import at any time up to January 10, to register another Import that has been properly transferred and is otherwise eligible. After that date an eligible Import may only be signed if a Team has an Import vacancy, if it has an unused Player allotment, and if it has not nineteen (19) (twenty-five (25) in the case of Senior, twenty-three (23) in the case of Junior A and Junior B) Players on its active Player's list.

28. a) During the current Season an Import if Released may, if he so desires, return to the Branch from which he transferred, where he will be eligible to play during the current Season without being considered an Import.

b) However, if he plays with another Team in his present Branch, he shall be considered an Import.

29. a) Major Junior Players transferring back within one calendar year from date of their initial transfer approval to their previous Team shall not be considered as Imports for purposes of Regulation K.26 (a)(ii).

b) Major Junior Players transferring back to a Junior Team in their Home Branch shall not be considered as Imports for purposes of Regulation K.26 (a)(ii).

c) Non-Imports transferring within the Maritime Branches (HNB, HNS and HPEI) to play in the Maritime Junior A Hockey League shall not be considered Imports for the purposes of Regulation K.26 (a)(ii).

30. a) The playing rights of a Player transferring to other IIHF Federations, including USA Hockey, on a limited, one Season transfer, shall, if returning to Hockey Canada in the following Season, remain the property of the Team with which they were last registered in Hockey Canada.

b) The playing rights of Players who transfer to Hockey Canada from other IIHF Federations, or USA Hockey, on a limited, one Season transfer shall, if the Player returns to Hockey Canada in the following Season, remain the property of the Team with which they were last registered in Hockey Canada, as long as properly registered on the Team's January 10 list as per F.50 (b). If the Player wishes to register and play in a different Branch, an Inter-Branch transfer and Release would be required.

- c) Notwithstanding the above regulations and Regulation F.50 (b), the playing rights of any Player who transfers to USA Hockey, if the Player is Released from his USA Hockey Team and returns to play in Hockey Canada, shall return to the Hockey Canada Team with which he was last registered.
- d) The above regulations apply only in cases in which the appropriate hockey Team has an open place on its Hockey Canada registration allotment.

30.1. Notwithstanding any provision to the contrary in these Regulations, the following applies to Junior hockey:

- a) No Player having Canadian citizenship shall be classified as an Import;
- b) Any Player who meets the definition of Import in his first Season of Junior hockey shall continue to be classified as an Import when registering to play Junior hockey in any subsequent Season;
- c) The maximum number of Imports that can register and play on a Junior Team at any given time shall be seven (7) in the 2013-14 Season, and shall be six (6) beginning in the 2014-15 Season. A review of that maximum number shall occur prior to the 2015-16 Season.
- d) If a Team requires special assistance through any unusual situation which develops, the Chair of Hockey Canada or his designate may permit a Team to register and play Imports in addition to the number of number of Imports permitted under Regulation K.30.1(c), using the same criteria set out in By-Laws 60.4(a), (b) and (d).

## PROFESSIONAL PLAYERS

31. Players participating with a professional hockey Team after January 10 of the current Season shall be ineligible for participation with a Hockey Canada Team during the Season.

## **APPENDIX K1 - IIHF INTERNATIONAL TRANSFER REGULATIONS**

### **I The International Transfer Card (ITC)**

#### **1 General Information**

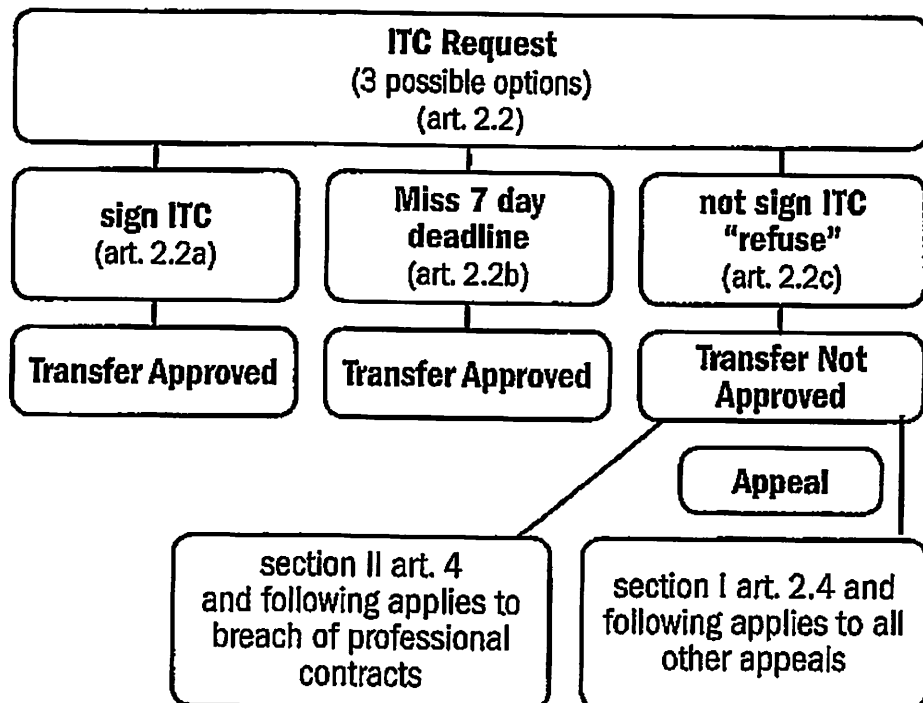
- 1.1 All Players - Men or women - who wish to move from one country, irrespective of whether or not they are registered with the member national association of that country, to the member national association of another country to compete in a competition under the jurisdiction of the member national association which leads to a champion being named are required to apply for a transfer by means of the IIHF transfer card. All Players under 18 years of age may be transferred by means of a letter of approval (refer to section I, article 4 of these regulations for these procedures).
- 1.2 A valid international transfer card (ITC) must be properly completed and signed by the Player, by the former member national association, by the new member national association and confirmed by the IIHF. All information on the transfer card must be properly completed before it can be processed and approved by the IIHF.
- 1.3 The transfer becomes valid on the date of the IIHF confirmation. From that date the Player is under the jurisdiction of the new member national association. The member associations concerned will receive a copy of the ITC confirmed by the IIHF. The Player may start to play for his new Club only when the new member association has received the approved ITC confirmation from the IIHF office.
- 1.4 In the case of a Player playing without a valid ITC, the new member national association, the new Club, the Player and if applicable the new League shall be subject to disciplinary procedures of the IIHF as set out in section III of these regulations.
- 1.5 Every member national association shall organize its internal transfer procedures by issuing regulations. A member national association's internal regulations shall, however, not stand in contradiction to the IIHF Transfer Regulations.

#### **2 The Transfer Procedure**

- 2.1 The Player transfer procedure must be prepared first by the negotiation of the two Clubs concerned if the Player is under contract or the negotiation of the new Club and Player if the Player is not under contract. Items to negotiate include the length of the new contract and the corresponding length of the transfer. Following an agreement to transfer the Player, the new Club to which a Player wishes to transfer must begin the transfer process by acquiring and completing the ITC with the details and signatures of the Player and the new member national association and must immediately inform the former Club and send the ITC by way of the new member national association to the former member national association for their approval.

## IIHF TRANSFER REGULATIONS K1

- 2.2 a) Within 7 days of receiving the ITC, the former member national association shall inform the former Club and forward the signed ITC to the IIHF office, or submit a Refusal with the corresponding reasons for the refusal of the transfer and with all relevant evidence to the IIHF office.
- b) If the IIHF office does not receive any reply within the 7 day period or receives a refusal of the transfer without clear reasons, it will be regarded as an approval of the transfer.
- c) The former member national association may only refuse to sign the transfer card if:
- 1) the Player is a signed professional Player currently under a professional Player contract (refer to section II article 4 for appeal procedures);
  - 2) the Player wishing to transfer has not fulfilled his contractual obligations to his former Club (all contractual obligations other than those involving signed professional Player contracts) (refer to section I article 2.4 and following for appeal procedures);
  - 3) the Player has not fulfilled financial commitments to his former Club such as debts or has not returned the Club's equipment (refer to section I article 2.4 and following for appeal procedures); and
  - 4) a material reason between the two Clubs regarding the Player transfer exists other than issues concerning compensation (an example of a material reason is the existence of a confirmed suspension or pending disciplinary proceeding by either the IIHF or by the Player's member national association when such suspension is recognized by the IIHF) (refer to section I article 2.4 and following for appeal procedures).



## **IIHF TRANSFER REGULATIONS K1**

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- 2.3 If the transfer is refused by the former member national association the IIHF office will immediately inform the new member national association with a copy of the objections as submitted by the former member national association. The new member national association is responsible to inform the new Club and the Player about the refusal.
- 2.4 The Player is entitled to submit a Response to the former member national association's Refusal within 7 days of receiving such Refusal. In responding, the Player must provide the reasons for his transfer with all relevant evidence and address the objections submitted by the former member national association. See article 2.1 and 2.2 for specific transfer procedures.
- 2.5 If within 7 days the IIHF office does not receive any objections against Refusal and corresponding reasons for refusal of the transfer from the Player, it will be regarded as withdrawal of the transfer application.
- 2.6 The IIHF General Secretary shall assess whether it is necessary to provide both the former member national association and the Player the opportunity to provide further documentation subsequent to the initial Refusal and Response. The IIHF General Secretary may grant longer deadlines for submitting a Refusal and a Response when special circumstances warrant such. If objections are received from either the Player or the former member national association, the case will be investigated and decided by the IIHF General Secretary on an expedited basis. His decision may be appealed to the IIHF Executive Committee within seven days by the Player or the former member national association.
- 2.7 No hearings will be conducted and thus the IIHF General Secretary will make his decision based on the written arguments and evidence provided by the parties.
- 2.8 The IIHF General Secretary will approve the ITC should he ascertain that no reason provided in section I article 2.2(c) of these transfer procedures exists.
- 2.9 Decisions of the IIHF General Secretary may be appealed to the IIHF Executive Committee within 7 days. Such decisions shall remain in effect and shall not be stayed pending outcome of the appeal.
- 2.10 A party wishing to appeal the General Secretary's decision shall submit his appeal brief together with the grounds for such appeal (appellant may object to inaccurate representation of the facts and/or wrong application of the law and/or wrong interpretation of facts/law and/or improper procedures) to the Executive Committee, along with CHF 1000. The IIHF will automatically deduct the CHF 1000 from a member national association's account if the fee is not paid within 10 days of the start of the appeal procedure.
- 2.11 Once received, the appeal brief together with the grounds for such appeal shall be forwarded to the opposing party. The opposing party shall have 7 days in which to provide a response brief to the petition of appeal together with CHF 1000. If the opposing party does not provide a response brief within 7 days, the Executive

Committee will make a decision on the appeal without the opposing party's arguments against such appeal.

- 2.12 The Executive Committee reserves the right to allow each respective party to submit further briefs and corresponding responses. A longer deadline may be granted after written request when special circumstances demand such.
- 2.13 Once the Executive Committee receives the opposing party's response brief or the 7 day deadline for the submittal of such brief has lapsed, the Executive Committee will make a final decision on an expedited basis. The Executive Committee will refund the CHF 1000 fee to the winning party. (The Executive Committee maintains wide discretion in the refunding of the appeal fee, such that if an original decision is reversed due to a significant amount of new evidence introduced in the appeal brief(s), the Executive Committee maintains the right to not refund or refund only a portion of the CHF 1000 fee.) The Executive Committee will not refund the CHF 1000 to the losing party. The Executive Committee will use the losing party's fee to cover the costs Associated with the appeal procedure.
- 2.14 Decisions of the IIHF Executive Committee may be appealed to the Court of Arbitration for Sport in Lausanne (according to IIHF Statutes & Bylaws). Time limits for such appeals shall be in accordance with the Code of Sports-Related Arbitration. The appeal decision shall remain in effect and shall not be stayed pending the outcome of the appeal.
- 2.15 Any party deemed by the IIHF office to have raised an unsubstantiated objection to a transfer may be referred to the Disciplinary Committee for possible sanction.

### **3 Limited and Unlimited Transfers**

- 3.1 International transfers may be marked limited or unlimited. A limited transfer restricts the Player's playing rights to a specific Club and for a specific duration.
- 3.2 The duration of a limited transfer shall be negotiated and agreed by the new Club and the Player and may be for any specified period of time. A limited transfer card must be for a period which specifically corresponds with the duration of the new Player contract. An unlimited transfer application must be accompanied with a completed 'Unlimited Transfer Card Request' included in these regulations.

If no exact duration is specified on the ITC, the transfer will automatically terminate on June 30th for the Northern Hemisphere and August 31st for the Southern Hemisphere of the current Season, returning the Player to his former member national association on that date.

- 3.3 If a Player who has obtained a limited transfer wishes to play for another Club within the new member national association, he must obtain written approval from the former member national association. A copy of such written approval must be filed with the IIHF before the Player may begin to play with the new Club.



## **IIHF TRANSFER REGULATIONS K1**

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- 3.4** If a Player wishes to return to his former member national association before his limited transfer automatically expires, a new unlimited ITC must be processed following these regulations. For such transfers the Unlimited Transfer Card Request does not need to be completed.
- 3.5** If the term of a limited transfer is to be extended, a new ITC must be processed following these regulations.
- 3.6** If a Player wishes to transfer to a new member national association during the duration of his limited transfer, a new ITC will be required. The new ITC shall be approved by the national association in which the Player is currently playing. Written approval is required from the former national association which originally approved the limited transfer. The duration of the new limited transfer must be consistent with the duration of the new Player contract.
- 3.7** If the ITC when received by the IIHF office is not marked limited or unlimited as to duration, it will be regarded as a limited transfer and will expire on June 30th of the current Season.
- 3.8** If a new member national association has a complaint against a Player who has played in that national association during his limited transfer, then the complaint must be lodged in writing with the Players former member national association and the IIHF within 15 days of the expiration of the Player's limited transfer. All member national associations are required to respect and uphold all other member national associations valid and reasonable sanctions.
- 3.9** If the international transfer card is specified and signed as unlimited, the Player becomes a full member of the new member national association and any future international transfers may be approved only by his new member national association.
- 3.10** A Player who has obtained a limited transfer and wishes to change the transfer to an unlimited transfer during the period of the limited transfer may do so by following the procedure outlined in article 2. As a matter of clarification, such a request shall be considered as a new International Transfer Card request.
- 3.11** The transfer deadline for Northern Hemisphere Member National Associations is 23.59h (CET) on February 15 of the applicable Season. The transfer deadline for Southern Hemisphere Member National Associations is 23.59h (CET) on July 31 of the applicable Season. Should the deadline date fall on a weekend; the deadline date will become 23.59h (CET) on the Monday immediately following the weekend. The IIHF must receive the completed and signed original ITC via mail or a copy via fax or email by the transfer deadline. Players transferring on the transfer deadline or before must cease playing with their former member national association Club once the IIHF confirms the transfer.

**4 Transfer of Players Under 18 Years of Age**

4.1 A Player under 18 years of age is permitted to transfer from one member national association to another by a letter of approval from his former member national association. This letter of approval must be marked limited or unlimited. The duration of the limited letter of approval may not exceed the end date of the Season during which the Player reaches his 18th birthday.

4.2 A copy of the letter of approval must be filed by the new member national association with the IIHF office and the former member national association. The transfer becomes valid once the IIHF office receives the completed and signed letter of approval.

4.3 If a Player does not receive such approval from his former member national association and wishes to appeal this refusal, section I article 2.4 and following (The Transfer Procedure) will apply, unless proof is shown that the Player is under a Professional Player Contract in which case section II article 4 (Appeal Procedure for Breaches of Professional Contracts) will apply. A former member national association can only refuse to sign a LOA if one of the four reasons in section I article 2.2(c) exists.

4.4 A Player who was under 18 years of age and obtained an unlimited transfer from one member national association to another by letter of approval only, then upon reaching his 18th birthday the letter of approval substitutes as an unlimited ITC.

4.5 **Player Eligibility Application Assistance:**

Player eligibility requests by national associations for Players who were either born in their country and never moved away or moved from one country into their country under the age of 18 years and cannot be tracked through the International Transfer System may apply for eligibility to the IIHF with original documents, translated into English where necessary, and including original signatures, dates and stamps.

The Player would need to have participated for a minimum of two years within the new national association without having played in any other country during this time period.

The following documents must be submitted with the application:

- An affidavit from both Parents declaring residency for the period in question
- Signature and stamp on a affidavit from the new national association confirming participation by this Player and specifying the exact dates of participation
- Stamped and signed residency papers from the municipality for the period in question
- School records for the period in question
- Approved game sheets for the period in question

Plus two of the following three items must be submitted with the application:

- School principal signature on original school letterhead confirming attendance in their school for the period in question

## **IIHF TRANSFER REGULATIONS K1**

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- Family Doctor's signature on original medical office letterhead confirming residency for the period in question
- Lawyer signature on original lawyer office letterhead confirming residency for the period in question

Application must be made to the IIHF General Secretary at least four weeks before the competition. At the same time, a copy of the Player eligibility application must also be sent by the new member national association to the former member national association.

### **5 Transfer of Players under Contract**

- 5.1 During the period of an existing contract a Player shall not be approached by an official of any other Club, or by a person in connection with any other Club, in membership with another member national association or League with the goal of inducing the Player to breach his current contract and to join a new Club.
- 5.2 A Club wishing to contract the services of a Player who is at present under contract with another Club shall be obliged, before commencing any negotiations with that Player, to inform his current Club in writing of its interest.
- 5.3 All IIHF member national associations, their Leagues, and Clubs must respect all existing and valid contracts of Players playing in member and non-member organizations. The movement to an IIHF Club of any Player, who is under a valid and binding contract (professional or otherwise) with a Club of a non-member organization, cannot occur until the necessary Releases have been provided by the Club of the non-member organization. It will be the responsibility of the IIHF member national association in the country of the non-member organization to notify the IIHF of any alleged breach of this requirement. Upon IIHF receiving notice from any member national association of a breach of this clause, it will investigate the alleged breach to determine further actions.
- 5.4 Breach of article 5.1, 5.2 or 5.3 will be referred to the IIHF Disciplinary Committee and could result in restrictions on or disqualification from IIHF activities or other sanctions.
- 5.5 The transfer of a Player during the term of his contract will not be subject to any restrictive regulations, provided that an agreement is reached between all three parties concerned (the former Club, the Player and the new Club). However, the transfer procedure as set in section I, article 2 shall be applicable.
- 5.6 A Player may be transferred during the term of his contract, for a limited period of time, provided that an agreement is reached between all three parties concerned (the releasing Club, the Player and the receiving Club). During the period of such limited transfer the Player will be under the jurisdiction of the new member national association. After termination of the limited transfer the Player shall continue his contractual obligations to his former Club. The transfer procedure as set in section I, article 1 shall be applicable.

5.7 With respect to the IIHF transfer procedures, unless proof is shown through national laws to the contrary, the IIHF will view 18 years of age as the legal age of majority for contract/agreement signing purposes.

### **6 Transfers with Non-Member Organizations**

6.1 Player transfers with non-member organizations having a transfer agreement with the IIHF will be executed following the conditions specified in the agreement.

6.2. Any Player who leaves his national association to play in a non-member organization will at all times be regarded as belonging to his former member national association.

6.3 Any Player of a non-member organization, without an IIHF transfer agreement, who wishes to join an IIHF member national association must apply for an ITC from the member national association where his rights remained ("home MNA") at the time he left to play with a non-member organization. When the new MNA and the home MNA are the same (the Player is transferring back to his home MNA), then no ITC is required unless the Player being transferred was or is a National Hockey League ("NHL") contracted Player. If a NHL contracted Player is transferring to his home MNA, then the new MNA must apply for an ITC from the MNA of the non-member organization (MNA where NHL Club is located). If a NHL contracted Player is transferring to a MNA other than his home MNA, then the new MNA must apply for an ITC from his home MNA and obtain a written approval from the MNA of the non-member organization (MNA where the NHL Club is located) No written approval is required when the home MNA is USA Hockey or Hockey Canada. As a matter of clarification, any Player who wishes to transfer from a non-member organization to an IIHF member national association will be subject to the IIHF Statutes & Bylaws and Regulations upon signature of the ITC Card. Thus, these regulations including any sanctions will apply to the transfer of such Players.

### **7 Try-Out Exhibition Games**

Written permission may be granted from a Player's former member national association permitting that Player to participate in Exhibition Games during a specified time period not to exceed 15 days from the first game that he plays. During this time period the Player is under the jurisdiction of the member national association in which he is playing and is subject to the disciplinary procedure of the IIHF.

### **8 Fax Approval Procedures**

8.1 In order to expedite the Player transfer procedure; the new member national association may request approval for a transfer via fax or email. A photocopy of the completed and signed ITC must be sent by the new member national association to the former member national association for approval. Should everything be in order, the former member national association must then immediately sign and send the photocopied card back to the new member national association. The new member national association must then forward the copy of the ITC to the IIHF office for processing. The IIHF will issue a 30-day temporary approval to the new national association allowing the Player to

## **IIHF TRANSFER REGULATIONS K1**

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play immediately. The new national association shall immediately send the original ITC to the former member national association for their signature. The former member national association must then immediately forward the original (completed and signed) ITC to the IIHF office for final processing and approval. This process must be completed within 30 days of the date the IIHF confirmed the expedited approval. After 30 days the temporary approval will be terminated.

8.2 Should the original ITC not be received by the IIHF and processed within the 30 day period then the new national association may request a second and final expedited approval of the transfer by the IIHF, to permit the Player to continue playing. Once the second expedited approval has been processed, the original ITC will be considered lost and the transfer will be confirmed as complete.

### **9 Fees**

9.1 The IIHF Council will establish the IIHF fee for ITC and for expedited approvals. The IIHF administration costs incurred by each expedited approval will be charged by the IIHF office in each individual case.

9.2 A transfer service fee reflects the costs connected with the execution of the transfer procedures. The former member national association shall not charge more than a CHF 500.- service fee for the complete transfer procedure.

### **10 Distribution of Documents**

10.1 Distribution of all documents in the IIHF transfer procedure must be executed by registered mail, fax or email. The receiving member national association must confirm the receipt of any faxed or emailed document. The IIHF can not guarantee the processing of the ITC if this procedure is not followed.

10.2 A faxed or emailed document must be immediately followed by the sending of the original document (article 8: Expedited Transfer Procedures).

### **11 Release of a Player for National Team Games**

11.1 Any Club that has registered a Player who is eligible under IIHF Bylaws to play for the national Team of a member national association must, in the event that he is selected for one of its representative Teams, Release him to the member national association for which Team he is eligible to play, irrespective of age and in accordance with the IIHF International Transfer Regulations, which in this respect includes all Players whether transferred or not.

11.2 This provision is binding for the following games between National Teams:

a) a total of nine National Team games per League Season and for not more than four official IIHF Breaks.

b) in addition, any match in world championship, continental championship, Olympic competition and qualifications to such events; maximum 18 days for a senior event and 12 days for a junior event.

The period of Release shall allow for training time. The extent of this training time shall be as follows:

- a) for an international match - 48 hours.
- b) for an IIHF Championship Qualification Tournament - 72 hours
- c) for an Olympic Winter Games Qualification Tournament - 72 hours
- d) for an IIHF Championship - 7 days
- e) for an Olympic Winter Games Tournament - 7 days

The Club and national association concerned may agree to extend or to reduce the period of Release. In any event, a Player is obliged to arrive at the match venue at least 48 hours before start of the match.

- 11.3 Any Club which Releases a Player shall not be entitled to any financial compensation, except the compensation agreed upon in the case of an extended period of Release to that specified in article 11.2.
- 11.4 The national association summoning a Player shall bear the travel costs actually incurred by the Player as a result of this summons.
- 11.5 The national association summoning the Player shall be responsible for the payment of medical and health care insurance during the period which the Player is with the national Team in any specific activity. If, according to the IIHF Player Support Program, the IIHF has undertaken to compensate a national association and/or its Clubs for Player injuries, the IIHF will pay such compensation to the extent it has received cover under its relevant insurance policy. If the IIHF executes a payment to a national association and/or its Clubs according to the IIHF Player Support Program, the national association shall, and shall ensure its Clubs will, pay any taxes and duties, and fulfill any reporting and other obligation, that may arise as a consequence of any such payment.
- 11.6 Any Player registered with a Club is obliged to respond affirmatively when called upon by the selecting national association to play for one of its representative Teams.
- 11.7 A member national association wishing to summon one of its Players must do so in writing at least 21 days before the date of the event for which the Player is required, and shall use their best endeavors to advise Clubs when Players may be summoned over the course of the Season.
- 11.8 A member national association which requests the assistance of the IIHF to obtain the Release of a Player may do so only under the following two conditions:
  - a) the member national association with which the Player is registered must have been asked to intervene but without success;
  - b) the case must have been submitted to the IIHF at least 14 days before the date of the match for which the Player has been summoned.

## **IIHF TRANSFER REGULATIONS K1**

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- 11.9 A Player who is unable to comply with a summons from the selecting national association owing to injury or sickness shall, if the association so requires, agree to undergo a medical examination by a doctor of that national association's choice.
- 11.10 A Player who has been summoned by his selecting national association for one of its representative Teams shall not be entitled to play for the Club with which he is registered during the period for which he has been Released or should have been Released.
- 11.11 If a Club refuses to Release a Player or neglects to do so despite the provisions as specified above, the following sanctions shall be applied:
- a) a fine;
  - b) a caution, censure or suspension of the Club concerned.
- 11.12 Any violation by a Club of the restriction on playing under article 11.10 shall be subject to the following sanctions:
- a) all or part of the sanctions mentioned under article 11.11;
  - b) the member national association to which the Club belongs shall declare the match or matches, in which the Player took part, forfeit by the Club concerned.
- 11.13 If the Player is transferred again to another Club, the above obligations shall remain valid for the Player, his new following Club and the following receiving new member national association.
- 11.14 If upon conclusion of a transfer a special agreement was approved and signed concerning the Release of the Player for matches of his national representative Team (article 11.2.), the said agreement shall be attached by the former member national association to the international transfer card.

## **II PROVISIONS ON STABILITY OF PROFESSIONAL PLAYER CONTRACTS**

The IIHF will apply the provisions below on the international transfers of all professional Players.

A professional Player shall be an ice hockey Player who is paid more for his ice hockey Player activity than the expenses he directly incurs through playing ice hockey. All other Players are considered non-professionals (this includes Players signing an education/hockey school/development agreement). The IIHF General Secretary may, at his sole discretion, decide whether a Player is a professional according to this definition.

These provisions on stability of professional Player contracts solely apply to professional Players as defined above. The provisions of section I solely apply to the extent that they are not provided for in this chapter.

These provisions also apply to Players which are transferring from a non-member

organization Club to an IIHF member national association Club according to section I article 6.3.

### **1 Definition of "Professional Player Contract"**

A professional Player under contract is a Player who has concluded a written contract with an ice hockey Club (signed by the Player and the Club) according to which he is compensated more for his ice hockey Player activity (taking part in matches and/or training sessions) than the expense he directly incurs through playing ice hockey. Contracts concluded between Clubs and Players must be of a specific duration.

### **2 Termination of Professional Player Contracts**

- 2.1 A Player contract may be terminated (a) upon expiry of the term of the contract, (b) by mutual agreement, or (c) where there is a just cause.
- 2.2 Any contract provisions for early termination are considered to be mutually agreed upon.
- 2.3 Any other termination shall be considered as a breach of contract.

### **3 Consequences of a Breach of Contract**

- 3.1 Sporting sanctions shall be imposed on Players found to be in breach of contract (a) during the first three years of a contract for Players aged up to and including 28 years of age, and (b) during the first two years of a contract for Players aged 29 and over.

The sanction shall be a four month suspension on playing in official national and international games during playing periods. These sporting sanctions shall take effect from the date as directed by the IIHF General Secretary in its communication. In the case of aggravating circumstances, the IIHF General Secretary may decide upon further disciplinary measures. The total period of suspension shall however never exceed six months playing period.

If a Player is found in breach of contract, he must either: (a) go back to his former Club, or (b) obtain a Release from his former Club. If neither action is taken within two weeks, sporting sanctions will take effect. The two week time period starts to run from the date the respective party receives the appeal decision.

- 3.2 A one Season ban on international transfers shall be imposed by the IIHF General Secretary on any Club found to be inducing a breach of contract. It shall be presumed, unless established to the contrary, that any Club signing a Player who has breached his contract has induced that Player to commit a breach. The period of ban shall commence on the day the IIHF General Secretary communicates its decision and last until the same date of the following Season. In the case of aggravating circumstances, the IIHF General Secretary may decide upon further disciplinary measures.
- 3.3 These regulations do not prevent any party from seeking appropriate compensation and other remedies before a competent body (such as civil courts or arbitration panels).



## **IIHF TRANSFER REGULATIONS K1**

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3.4 Any person or body subject to the IIHF Statutes & Bylaws and Regulations who acts in a manner designed to induce a breach of contract between a Player and a Club in order to facilitate the transfer of the Player shall be subject to disciplinary measures by the IIHF Disciplinary Committee.

### **4 Appeal Procedures for Breaches of Professional Contracts**

4.1 A former member national association is entitled to appeal to the IIHF General Secretary against an international transfer on the grounds that the Player is still under contract with his former Club within 7 days of receiving the ITC request. In the appeal, the former member national association must together with the refusal of the transfer submit to the IIHF General Secretary any relevant evidence (which includes English translations of provisions of national laws or any other regulations which apply to the Player's contract) and a brief which contains all arguments. Furthermore, it must provide a copy of the original Player contract together with an English translation.

4.2 The new member national association will get the opportunity to file a response to the brief submitted by the former member national association within 7 days after having received such brief from the IIHF General Secretary.

4.3 The IIHF General Secretary shall assess whether it is necessary to entitle the former member national association to submit a second brief following the new member national association's response to the first brief and subsequently give the new member national association the opportunity to file a second response. Should the IIHF General Secretary decide to provide such opportunity, each party shall have 7 days respectively in order to file its new arguments. The IIHF General Secretary may grant longer deadlines for submitting refusals and appeals when special circumstances warrant such. New evidence shall only be submitted and taken into consideration where it represents new factual evidence. If either party does not submit or fails to submit in a timely fashion a brief or response, the IIHF General Secretary will view such inaction as a withdrawal from the proceedings and enter a decision in favor of the opposing party.

4.4 No hearings will be conducted and thus the IIHF General Secretary will make its decision based on the written arguments and evidence provided by the parties in their briefs and responses. National laws or any regulations which apply to the Player's contract will only be taken into consideration if provided in the English language.

4.5 The IIHF General Secretary will approve the ITC, should he ascertain that the Player has not committed a breach of contract. (Refer to section I article 2.2(c)).

4.6 Should the IIHF General Secretary ascertain that the Player has committed a breach of contract; the sanctions as provided for in section II article 3 of these regulations will be applied. In such cases the Player's ITC will be approved the day following his last day of suspension and the Club's ban shall be lifted the day following the last day of ban.

## **IIHF TRANSFER REGULATIONS K1**

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- 4.7 Decisions of the IIHF General Secretary may be appealed to the IIHF Executive Committee within 7 days. Such decision shall remain in effect and shall not be stayed pending the outcome of the appeal.
- 4.8 A party wishing to appeal the General Secretary's decision shall submit his appeal brief together with the grounds for such appeal (appellant may object to inaccurate representation of the facts and/or wrong application of the law and/or wrong interpretation of facts/law and/or improper procedures) to the Executive Committee, along with CHF 1000. The IIHF will automatically deduct the CHF 1000 from a member national association's account if the fee is not paid within 10 days of the start of the appeal procedure.
- 4.9 Once received, the appeal brief together with the grounds for such appeal shall be forwarded to the opposing party. The opposing party shall have 7 days in which to provide a response brief to the petition of appeal together with CHF 1000. If the opposing party does not provide a response brief within 7 days, the Executive Committee will make a decision on the appeal without the opposing party's arguments against such appeal.
- 4.10 The Executive Committee reserves the right to allow each respective part to submit further briefs and corresponding responses. A longer deadline may be granted after written request when special circumstances demand such.
- 4.11 Once the Executive Committee receives the opposing party's response brief or the 7 day deadline for the submittal of such brief has lapsed, the Executive Committee will make a final decision on an expedited basis. The Executive Committee will refund the CHF 1000 fee to the winning party. (The Executive Committee maintains wide discretion in the refunding of the appeal fee, such that if an original decision is reversed due to a significant amount of new evidence introduced in the appeal briefs, the Executive Committee maintains the right to not refund or refund only a portion of the CHF 1000 fee.) The Executive Committee will not refund the CHF 1000 to the losing party. The Executive Committee will use the losing party's fee to cover the costs Associated with the appeal procedure.
- 4.12 Decisions of the IIHF Executive Committee may be appealed to the Court of Arbitration for Sport in Lausanne (according to IIHF Statutes & Bylaws). Time limits for such appeals shall be in accordance with the Code of Sports-Related Arbitration. The appeal decision shall remain in effect and shall not be stayed pending the outcome of the appeal.
- 4.13 Any party deemed by the IIHF office to have raised an unsubstantiated objection to a transfer may be referred to the Disciplinary Committee for possible sanctions.

## **IIHF TRANSFER REGULATIONS K1**

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### **III. DISCIPLINARY PROVISIONS**

#### **1. Breach of IIHF Bylaws and IIHF International Transfer Regulations**

1.1 Any breach of these regulations and/or the related provisions of the IIHF Bylaws can be reported to the IIHF Disciplinary Committee for possible disciplinary action.

1.2 Notwithstanding any contrary provisions of the IIHF Disciplinary Regulations, the IIHF Disciplinary Committee shall be entitled to commence a proceeding and pronounce sanctions against any party which is under the jurisdiction of the IIHF and has committed a breach of these regulations (such as member national federations, Leagues, Clubs, Players, etc.)

1.3 The disciplinary measures which can be applied by the IIHF Disciplinary Committee include:

- Fine

- Suspension for international and/or national games/competitions

1.4 When a Player plays without a valid transfer card the following will apply:

- The IIHF General Secretary shall sanction the new Member National Association of the Player with a fine of CHF 5 000.- and request the Member National Association to advise the Club that the Player has to stop playing until provided with an ITC.

- Should the Player continue to play without an ITC, the matter will be submitted to the IIHF Disciplinary Committee. The following sanctions shall be applied by the IIHF Disciplinary Committee:

- Member National Association: Fine of minimum CHF 5,000.- and up to CHF 150,000.- (maximum) per game the Player played without ITC since the IIHF General Secretary's intervention.

- Club: Ban on international transfers (during international transfer period) of minimum 3 months and up to 24 months (maximum).

- Player: Suspension from IIHF Competitions for minimum 1 year and up to 3 (maximum).

In exceptional circumstances the IIHF Disciplinary Committee may abstain from putting forward any sanctions against either party.

#### **2. Breach of Contracts**

Any breach of contract shall be dealt with as outlined in section II article 3 of these regulations.

#### **3. Enforcement**

Any sanctions against Players or Clubs which cannot be enforced due to the fact that a Player or Club has joined a non-member Club shall be enforced at the time when the Player or Club wishes to return to an IIHF member national association.

**STANDARD RELEASE CONTRACT**

Concluded between:

The \_\_\_\_\_ (former Member National Association)

The \_\_\_\_\_ (new Club)

The \_\_\_\_\_ (Player, hereinafter referred to as "the Player")

In connection with the transfer granted to the Player by the \_\_\_\_\_ (former Member National Association) the following is taken as agreed and will be a constituent part of the IIHF International Transfer Card (ITC):

1. The \_\_\_\_\_ (new Club) hereby undertakes to place the Player at the disposal of \_\_\_\_\_ (former Member National Association) without compensation for matches of its following national representative Team: \_\_\_\_\_

- a) A total of \_\_\_\_ national Team matches per League Season
- b) IIHF World Senior Championships - \_\_\_\_ days,
- c) IIHF World or Continental Junior Championships - \_\_\_\_ days
- d) Olympic Winter Games Tournaments - \_\_\_\_ days.
- e) IIHF Championship Qualifications or Olympic Qualifications - \_\_\_\_ days

The preparatory period for international matches is \_\_\_\_ hours and for IIHF Championships it is \_\_\_\_ days.

2. The Player shall undertake to comply with every invitation, which he receives to represent his national Team, which is covered by this Release contract, and the \_\_\_\_\_ (new Club) shall in return guarantee this Release.

3. If the Player is unable to comply with the invitation from the \_\_\_\_\_ (former Member National Association) on account of injury or illness, he shall, at the request of this \_\_\_\_\_ (former Member National Association), be obliged to undergo a medical examination. The \_\_\_\_\_ (former Member National Association) shall select the medical examiner.

4. If the Release is refused by \_\_\_\_\_ (new Club), the \_\_\_\_\_ (former Member National Association) may lodge a complaint against the guilty Club with the IIHF Disciplinary Committee.

The \_\_\_\_\_ (former Member National Association) has the same right of complaint against the Player who refuses to comply with its invitation.

5. In any event the Player shall not be entitled to play for his Club during the period of his Release and referred to under points 3 and 4 above.

## **IIHF TRANSFER REGULATIONS K1**

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6. The Club shall undertake to transfer the Player to another Club only on condition that the latter assumes the obligation laid down in the Release contract and likewise undertakes for its part to ensure that said obligations are assumed in the event of a further transfer.

The following receiving National Association and Club shall agree to the conditions of this Release contract by signing it. At the same time it shall be obliged to carry out every measure within its power to ensure that the terms of this contract are implemented in full against any guilty party.

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(Former Member National Association Signature & Date)

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(New Member National Association Signature & Date)

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(Player Signature & Date)

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(New Club Signature & Date)

Note: The above Release contract is based on the article 11.2 of the IIHF International Transfer Regulations and may serve as a sample if there are agreed conditions for the Release of a Player, which differ from the said article.

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### Under 18 Player Transfer Application - Letter of Approval

The \_\_\_\_\_ (Member National Association) hereby requests the transfer of this Player, currently under 18 years of age, using a Letter of Approval as specified in Chapter 4 of the IIHF International Transfer Regulations. The details of this Player are as follows:

Player Family Name: \_\_\_\_\_

Player First Name: \_\_\_\_\_

Citizenship: \_\_\_\_\_ Sex: \_\_\_\_\_

Place and Country of Birth: \_\_\_\_\_

Date of Birth: (DD) \_\_\_\_\_ (MM) \_\_\_\_\_ (YY) \_\_\_\_\_

Former National Association: \_\_\_\_\_ Last Club: \_\_\_\_\_

New National Association: \_\_\_\_\_ New Club: \_\_\_\_\_

Transfer: (Check one only)  Limited until: \_\_\_\_\_

Unlimited

Player / Guardian / Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Former Member National Association Signature \_\_\_\_\_ Date \_\_\_\_\_ Stamp \_\_\_\_\_

New Member National Association Signature \_\_\_\_\_ Date \_\_\_\_\_ Stamp \_\_\_\_\_

# **IIHF TRANSFER REGULATIONS K1**

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## **Unlimited Transfer Card Request**

This note explains the Player's rights and responsibilities when planning to transfer from one country to the national association of another country. It should be read carefully and must be signed by the Player before the International Transfer Card (ITC) can be processed and must be submitted to the IIHF together with the ITC.

The choices the Player has to make:

1. The Player has the option to choose the basis on which he is transferred – limited or unlimited and must complete the ITC accordingly, failing which he will be deemed to have elected to be transferred on a limited basis.
  - 1.1 A limited transfer means that the Player transfers temporarily to a specific Club under the jurisdiction of the “new” National Association but automatically returns to the former Club under the jurisdiction of the former Member National Association when the transfer expires. During the period of the temporary transfer he may still call upon his former Member National Association for support. A limited transfer cannot be limited to less than the period of the Player's firm contract with his new Club.
  - 1.2 An unlimited transfer means that the Player transfers permanently to the jurisdiction of the “new” National Association and ceases to have any connection with, or the option to ask for support from the former Member National Association. If the Player wishes to play in the territory of any other National Association including returning to his former Member National Association he will require a new ITC and be responsible for all Associated service charges.
2. There are financial implications depending on the choice the Player makes – to transfer on a limited or unlimited basis.
  - 2.1 Before signing the ITC the IIHF requires both involved Clubs and respective National Associations to carry out certain research designed to protect both the Player and the Clubs involved. National Associations may charge for this service up to a maximum of 500 Swiss francs. The IIHF will make available ITC's at a cost of 300 Swiss francs per card and make an additional charge of 100 Swiss francs if part of the process has been carried out by fax. The Player is responsible for paying these service charges.
  - 2.2 A Player who elects to transfer on a limited basis will revert to the jurisdiction of his former Member National Association once the limited period has expired without incurring any service charges at that time.
  - 2.3 A Player who elects to transfer on an unlimited basis but then later wishes to revert to the jurisdiction of his former or another Member National Association will have to initiate the transfer procedure as described in 2.1 above and will be responsible for the Associated service charges.
3. Other considerations - Before electing to transfer on a limited or unlimited basis you should consider the following:

## IIHF TRANSFER REGULATIONS K1

- It is usual practice for the Club to which the Player is going to play to pay, or for the Player to negotiate his contract on the basis that the Club will pay all the service charges. The Player should make sure of the position before signing his contract otherwise he will be responsible for the service charges.
- The Player may feel more at ease by preserving the link with the former Member National Association. If so, and, if having transferred to a "new" National Association on a limited basis and even in the knowledge that he will be renewing his contract with the same Club or staying in the same country, he may elect to transfer for consecutive Seasons on limited transfers.
- The Player should contact his former Member National Association in order to discuss the consequences that an unlimited transfer may have.

I warrant that I have read understood the choices open to me and that I have had the opportunity to take independent advice in connection therewith, and, I hereby confirm that I wish to transfer from the National Association of

\_\_\_\_\_ to the National Association of \_\_\_\_\_  
\_\_\_\_\_ on an unlimited International Transfer Card.

Name in full (please print)

\_\_\_\_\_

Signature \_\_\_\_\_

Place and Date \_\_\_\_\_

Witnessed by (Name, Date and Signature):

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX K2 - USAH/HC/CHL  
TRANSFER & RELEASE AGREEMENT**

**THIS AGREEMENT** made and entered into this **25th day of April, 2014** by and between:

USA Hockey, Inc., a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in the United States of America, with its principal place of business located at 1775 Bob Johnson Drive, in the City of Colorado Springs, Colorado, 80906-4090 (hereinafter to be referred to as "USAH");

Hockey Canada, a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in Canada, with its principal place of business located at **151 Canada Olympic Road SW, Suite 201, Calgary AB, T3B 6B7** (hereinafter to be referred to as "HC"); and

Canadian Hockey League, a League of major junior Teams/Players, divided into three (3) separate divisions, with its principal place of business located at 305 Milner Ave., Suite 201, Scarborough, Ontario, M1B 3V4, Canada, (hereinafter to be referred to as the "CHL"), for and in consideration of the mutual covenants and agreements herein contained, the parties hereby mutually covenant and agree as follows.

WHEREAS, USAH and HC are two Member Federations of the International Ice Hockey Federation (I.I.H.F) that share a common border in North America, each with Member Teams/Leagues on either side of that common border;

WHEREAS, the CHL is recognized in both Federations as a Major Junior League, operating in three Divisions and including Teams on either side of the common border;

WHEREAS, Players are constantly moving across the common border within and between Federations, Leagues and Teams, which movement all parties acknowledge should be reported, recorded, and approved by the respective Federations, all as is required by the Rules and Regulations of the I.I.H.F.

WHEREAS, the best interests of the athletes, Teams, Leagues, and the parties to this Agreement are best served by the adoption of the process whereby this movement can be facilitated, while respecting both the rights of and the responsibilities to the participating athletes, as well as the Teams, Leagues and Federations involved; and

WHEREAS, the parties hereto have reached agreement on the process for the movement of participating Players and now wish to reduce that agreement to written form.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties, hereto, hereby mutually covenant and agree as follows:

## **ARTICLE I – APPLICABILITY**

Unless otherwise provided for in this Agreement, the provisions contained herein shall apply to and govern the movement of any and all eligible, Players between the Teams/Leagues who are members of and/or sanctioned by any party to this Agreement. The principle responsibility for the enforcement and administration of the terms and provisions of this Agreement shall rest upon the Federations involved, through the process provided herein.

## **ARTICLE II – PLAYER ELIGIBILITY**

### **A. General Statement Of Principle**

The eligibility and qualifications of the Player must first be determined before the authorized movement of any eligible Player(s) can occur by and between Teams/Leagues who are members of or sanctioned by the Federations who are signatory to this Agreement. The movement of eligible Players shall require and be based upon a properly completed, duly executed, Release from the Player's Outgoing Team; a properly completed Transfer from the Outgoing Federation; and payment of sums due for the Release and/or Transfer or the completion of satisfactory arrangements therefore, unless otherwise provided herein. Persons who do not qualify as "eligible Players", as defined herein, do not require a Release payment to or a Release from any outgoing Team but still require a transfer from the Outgoing Federation, which transfer shall not be unreasonably withheld.

### **B. Ineligible Players**

The following Players shall be considered ineligible for transfer to another Federation under this Agreement and shall not be eligible to participate in any try-out, practice, regular Season game competition, or Team function, until the Transfer shall have been issued by the Outgoing Federation, or agreed arrangements are in process therefore.

#### **1. Players under Disciplinary Suspension For Actions During a Game**

Any Player who is under a disciplinary suspension for a game or League violation, imposed prior to and unrelated to that Player's departure from their Outgoing Team/League/Federation, can sign a Try-Out Notice but can not complete the transfer process until the Incoming Team/League/Federation shall require the suspension to be served in its entirety per the terms established by the outgoing Team/League/Federation. Provided, however, that the enforcement shall be dependant upon the Player being afforded a right of appeal by his Team/League/Association/Federation, and all appeal processes in place shall have been exhausted, or the Player has failed to file an appropriate appeal contesting the suspension on a timely basis, within the time limits as prescribed by the appropriate Team/League/Association/Federation. The foregoing shall, in addition, be subject to the terms and provision of Article VI – Dispute Resolution Process, of this Agreement.

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### **2. Players Under Suspension – Other than For Actions During a Game**

Any Player who has been disciplined by his Team for an act or an omission that is not a result of actions on the ice, and placed under suspension, shall be entitled to be treated in accordance with the existing Rules of Appeal, as adopted by the Player's Outgoing Team, League, Association, and/or Federation. The Player shall be notified of the suspension in writing by his Team, which notice shall identify the reason for his suspension, and shall advise the Player of the appeal process that is available to him to dispute the suspension. Any appeal process shall, at the minimum, entitle the Player to a hearing notice of the hearing date, place and time; advise the Player that he has the right to be represented by Counsel; give the Player an opportunity to make a full presentation to the appeal body; the provision of an impartial hearing panel or third party to whom the appeal is to be presented, and that the Player has the right to cross-examine any witnesses called by the charging party.

It is possible that the Player may have an appeal to his Team, to the League in which he plays, and/or to his National Federation, and the Player will have to exhaust all appeals available to him prior to applying for a transfer to the incoming Federation. Such appeals shall be conducted within the procedure and timelines as adopted and provided in the Constitutions/By-Laws/Regulations of the Outgoing Team's League, Branch, Association, Affiliate, District and/or Federation. Any adjournment or continuance of any Hearing, or the date thereof, at any level shall require the Player's written consent.

Prior to the Incoming Federation accepting the transfer, it shall satisfy itself that all appeals have been exhausted on a timely basis in the Outgoing Federation, and that the appeals have been conducted in accordance with the provisions required as contained herein.

The Incoming Federation shall obtain information from the Player, the former Team, the former League, and determine whether the Player should be declared eligible to participate, and when. Prior to the Player participating in any regular Season competition, the Incoming Federation shall first obtain the concurrence of the Outgoing Federation regarding the date on which the Player shall be allowed to participate in regular Season competition.

In the event that the Outgoing Federation fails to provide its consent, then the matter shall be referred to the Dispute Resolution Process (see Article VI) and the decision reached by use of the process provided herein shall be final and binding.

### **3. Players with Delinquent Economic Responsibilities**

No Player shall be transferred by any Team or Federation to the other who has not made satisfactory arrangements/payment for any and all delinquent obligations owed by that Player to their former Outgoing Team/League before they leave that Team/League and Federation.

**4. Players With Medical Disabilities**

Any Player with a medical disability, which in the opinion of his treating physician shall extend beyond the current Season, shall be ineligible for transfer between Teams and Federations. Any Player or interested incoming Team may challenge the treating physician's opinion by securing, at their own expense, an independent, medical evaluation of the Player's medical disability by a qualified medical physician skilled in the field of medical care required by the disability (e.g. orthopedic surgeon for broken bones, neurologists/neuro surgeon for head concussions, etc.). Should the independent medical examiner's report dispute the findings and opinion of the treating physician and authorize the disabled Player to return to competition before the end of the current regular Season, the Player shall be free to move to the incoming Team and return to competition upon payment to the Outgoing Team of the applicable amount set forth in the schedule for pre-Season movement. Should the Outgoing Team dispute the findings of the Player's Medical Evaluation, the Player shall submit to further medical examination by a qualified medical physician (as defined above) as may be agreed by and between the parties. If the parties shall fail to agree, then the Chief Medical Officers of each Federation shall jointly select a qualified, reasonably convenient, and available Medical Physician to perform the Independent Medical Examination of the Player. Once the Independent Medical Examiner is selected, each party shall immediately forward a copy of their examining physician's report, including copies of x-rays, and all test reports upon which their examiner relied. The medical exam of the Player shall then be scheduled as soon as possible, at the Appealing Team's expense. A copy of the Independent Medical Examiner's Written Report shall be forwarded contemporaneously to both the Appealing Team and the Player or his designated representative. If the Independent Medical Examiner confirms the Player's medical condition as reported by the Player's Medical Examiner, the Player movement shall be confirmed. Should the Independent Examiner confirm the Outgoing Team's Examiner report, then the Player shall be immediately ineligible to continue competition for the Incoming Team and the Player shall be returned to the Outgoing Team's Medical Suspension List. The Outgoing Team shall refund the payment made by the Incoming Team, less any expense incurred by the Outgoing Team to secure the Independent Medical Evaluation. Any disputes arising during this process shall be referred to the Appeals Committee, pursuant to the process set forth in Article VI of this Agreement.

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### **C. Players Who Are Involuntarily Moved**

#### **1. All Teams/Players Other Than CHL Teams/Players**

Any properly Released and transferred Player who is subsequently and involuntarily traded to another Team within the Incoming Federation, must comply with the trade and then complete the Trade Consent Form accepting the trade, or refuse the trade, and complete the Trade Refusal Form. The Consent/Refusal Forms shall be filed with the Incoming Federation, with a copy also forwarded to the Outgoing Federation, within ten (10) days after the trade/movement is finalized or if not filed, the Player will be deemed to have refused the trade/movement. By refusing the trade, the Release and transfer of the Player is revoked and the Player may return to compete in his Outgoing Federation. Copies of the completed Trade Consent/Refusal Form(s) shall be forwarded by facsimile (fax) transmission or such other electronic means as may be agreed between the Federations.

Within five (5) days from the filing of the Trade Consent/Refusal Form(s), the Player who refuses the trade must return to the Outgoing registered Team on whose roster he last appeared, if he has remaining eligibility at that age level. If the Player no longer has age eligibility to play for that Team, or if the Player's previous Team fails to make arrangements to re-roster the Player within the five (5) day period set forth above, the Player shall then become a free agent. The Player movement provided for herein shall be subject, however, to the restrictions set forth in Article II, paragraph A, above.

#### **2. CHL Team(s)/Player(s)**

It is agreed that CHL Teams are considered the highest level of non-professional competition in Canada, administrated as a development program under the auspices of Hockey Canada in a member League of the CHL. Players with this program agree to participate in a member League of CHL and with a CHL Team by signing a Player agreement, the form of which agreement for each member League is prescribed by each such member League of CHL. Further, by signing an agreement with a CHL member Team, the Player agrees to be bound by the terms of that agreement, including its termination and transfer provisions.

In summary, if the Player executes the CHL agreement in accordance with the terms set forth above, the Player shall be bound thereby and he shall forfeit the opportunity to exercise rights contained in this Agreement, including, but without limiting the generality of the foregoing, Article III-Transfers Timelines and Article VI-Dispute Resolution for as long as such CHL Agreement remains in effect.

**3. National Team Development Program**

It is agreed that NTDP is considered a development program administrated directly under USA Hockey and Players with this program agree to participate with NTDP and the NTDP Teams by signing a federation Player agreement. Further, by signing an agreement with NTDP, the Player agrees to be bound by the terms of that agreement, including its termination and transfer provisions.

In summary, if the Player executes the NTDP agreement, the Player shall be bound thereby, and he shall forfeit the opportunity to exercise rights contained in this Agreement, including, but without limiting the generality of the foregoing, Article III Transfers Timelines and Article VI-Dispute Resolution for as long as such NTDP Agreement remains in effect.

**D. Payment of Fees**

In addition to Article II, Paragraph A, above, no Player shall be eligible for competition under the jurisdiction of the three parties to this Agreement, unless, and until all required fees, both transfer and Release, have been paid or satisfactory arrangements made therefore, as provided herein.

**E. 16 year old Player, transferring from USAH to the CHL or participating as an Affiliate Player in the CHL**

In the event that a 16 year old Player wishes to transfer to the CHL from USAH, or participate as an Affiliate Player, that Player shall be required to complete the USA Hockey Parental Consent form, along with the standard transfer form and standard Player Release or Player affiliation consent form. The consent form must be received ten (10) days prior to approving the USAH/HC transfer form or participating as an Affiliate Player.

Upon completion of the Parental consent form, the completed form shall be forwarded to USAH, which shall review and forward a copy of the signed form to HC.

Upon receipt of the signed form, HC shall provide a copy of same to CHL for distribution to the Incoming Team.

Prior to be Player being eligible to compete for the Incoming Team, the Player must be eligible for competition by all the terms of the within Agreement. The execution of the consent form alone does not provide any authority for the Player to participate.

In the event that the Player is unable to complete the consent form, that Player is not eligible to utilize the provisions of Article VI – Dispute Resolution. In the event that a consent form is signed, then the Player shall be entitled to use the provisions of Article VI as provided in the within Agreement.

**ARTICLE III –TIMELINES**

All new eligible Player transfers must be executed between June 1 and February 10 in each playing Season. However, no new transfers will be permitted between December 23 and January 2 during each playing Season, in order to ensure that Players are not required to relocate during the holiday Season.

**A. Try-Out Period – The End of Previous Regular Season Through the Commencement of the Next Regular Season**

**1. Time for Contact With Players**

**a. Recruitment**

From and after February 10, of the current playing Season, Team rosters are frozen until the end of the Player's current regular League Season, and Teams are not permitted to commence the process of contacting any outgoing Players until that time. If a Player's Team has been eliminated from further play during the current Season by the Team's elimination from or non-qualification for the play-offs, any communication with such a Player shall not be considered tampering. Unauthorised contact between a Team and any outgoing Player in which the Team is interested prior to the end of the Player's current regular Season shall be considered tampering.

Member Teams may file a dispute with their domestic federation in the event there is an issue of tampering. The member Team shall be eligible to utilize the provisions of Article VI – Dispute Resolution Process.

**b. Try-out Evaluations**

After completion of the Player's current Season, or April 1, whichever shall last occur, a "try-out" period is designed to initiate the transfer process between Teams in both Federations. An Incoming Team may avoid tampering charges/consequences, in either Federation, by completing and filing a Try-Out Notice prior to allowing the incoming Player to try-out for a domestic Team.

The parties to this Agreement specifically agree that any Player registered with USAH who is fifteen years old as of December 31 of the calendar year in which the "try out" period occurs shall be permitted to attend one or more tryout camp(s) with one or more CHL Team(s) provided that he follows the procedure set out in this Agreement.

The procedure and significance of the Try-Out Notice is as follows:

**i. Try-Out Notice**

The Try-Out Notice is a form prepared by the incoming Team, which shall be filed at the appropriate time when an incoming Player desires to compete for a roster spot on an incoming Junior Hockey Team. The Try-Out Notice must be signed by the incoming Player, an Official of the Incoming Team, and forwarded to the Incoming Federation. The incoming Team is responsible for insuring that the form is correctly completed. A Try-Out Notice shall be filed for each Team whose camp a Player attends.

Once the try-out notice is correctly completed, the incoming Team will file the Try-Out notice with the incoming Federation and the incoming Player shall then be permitted to participate, on a Try-Out basis, with the incoming Team. It shall be the responsibility of the outgoing Federation to make sure that a copy of the Try-Out Notice is also sent to the outgoing Team on whose roster the Player currently appears in his outgoing Federation. The appropriate place to file the Try-Out Notice is with the Manager, Regulations, of HC and the International Department of USAH. The Try-Out Notice expires at midnight preceding the day of the incoming Team's first regularly scheduled League game of the current Season, as that schedule has been forwarded to and placed on file with the Team's National Federation, and no Player can be placed on a Try-Out Notice after that date by any incoming Team.

Release/Transfer Fees are not required to be paid until such time as the incoming/ Try-Out Team proceeds with a full Transfer Application.

Release Fees, which are to be paid or agreed during the Try-out period, shall be calculated subject to the provisions of in Article IV - Compensation - Release and Transfer Fees.

**ii. Mandatory Filings**

The filing of a Try-Out Notice shall be mandatory from end of regular Season (including play-offs, if any), up to and including midnight preceding the incoming Team's first regularly scheduled League game of the current playing Season, and may not be used/filed thereafter by the incoming Team. After an incoming Team is in its Active Roster Period, meaning any time after midnight preceding the date of the Team's first regularly scheduled League game, the incoming Team shall be prohibited from filing a Try-Out Notice for any Player who would need to transfer Federations. The only method for any Team, incoming or outgoing, who is in its Active Roster period to obtain a Player for its Active Roster would be to obtain a consensual negotiated Release from the Player's current Team.



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### **iii. Eligibility**

Any Player for whom a Try-Out Notice has been properly filed shall be eligible to be placed on a Team's Active Roster and be immediately eligible to compete if the placement on the Active Roster occurs on or before the incoming Team's first regularly scheduled League game of the current playing Season and the Release payment, or satisfactory arrangements for payment, is made before the Player enters competition for the Team in the incoming Federation.

During the Try-Out Period, the Release payment may be as agreed between the outgoing and incoming Teams, in which case a Release must be executed by the Outgoing Team upon receipt of the payment. If payment is not agreed between the Teams, the incoming Team may secure the Release of an incoming Player paying the maximum amount as provided in Article IV – Compensation – Release and Transfer Fees.

### **iv. Try-Out Notice Expiration**

The Try-Out Notice shall expire at midnight preceding the day of the incoming Team's first regularly scheduled League game of the current playing Season. Any Player who is not moved to the Active Roster on or before that time and date, shall not be entitled to immediate eligibility for competition pursuant to the procedures set forth above. Rather, as noted above, that Player will have to await agreement on the Team Release; payment of the amount due, and/or satisfactory arrangements for the Release Payment; the commencement of the processing for the necessary Federation Transfers; and payment of the fees due to commence that process; before the Player shall be eligible to compete.

For reasons set forth herein, again, it is most advisable to file a Try-Out Notice for every incoming Player who competes for a position on an Incoming Team in order to secure, for that Player and his incoming Team, immediate eligibility for competition when adding the Player to the Active Roster prior to the incoming Team's first regularly scheduled League game of the current playing Season.

## **B. Active Roster Period – From the Team's First Regularly Scheduled Season Game through January 10/January 15**

A certified Active Roster and Game Schedule must be submitted by each Member Junior Team to its Federation on or before the 1st regularly scheduled Season game of the current playing Season. This submission shall be on a standard form designed to clearly indicate

## **USAH/HC/CHL TRANSFER AND RELEASE AGREEMENT K2**

the number of incoming Imports from any Federation who is a party to this Agreement and the date, time, and location of all games in which the Team intends to compete during the current League Season.

Players who appear on an Active Roster after midnight preceding the date of the first regularly scheduled game of the current playing Season and have participated in current Season competition shall only be permitted to transfer with the consent and agreement of that Player's Team. The payment schedule as set forth in Article IV shall not be applicable to any consensual movement. In the event that Teams fail to reach an agreement on a Release fee, then the Player shall not be permitted to transfer, and shall be denied access to Article VI-Dispute Resolution Process and the process/provisions contained therein.

During the Active Roster Period, Release fees, as agreed between the Teams, must be paid in full, or satisfactory arrangements made therefore, before the Player shall be eligible to practice or compete for the incoming Team during the current playing Season (including play-offs). Failure to remit payment in full, or as agreed, for the Player's Release renders the involved Player immediately ineligible to participate as an active roster Player for the delinquent incoming Team.

Upon receipt of the applicable Release fees, the playing rights of the involved Player shall remain with the new incoming Team/Federation for the Player's remaining eligibility and, as such, any movement to a Team within the incoming Federation shall be regulated solely by that Federation. If at any time the Player is involuntarily moved to another Team within the incoming Federation, he shall fall under the forfeiture provisions of this Agreement (See Article II, Paragraph (B) above) and should he refuse to consent to the trade, he shall be authorized to return to the last registered Team on which he was rostered in his outgoing Federation, at his option.

Each Federation shall be entitled to make Regulations concerning which Team the Player would return to in the event that involuntary movement provisions of Article II above applies.

### **C. Frozen Roster – January 10 to End of Season**

#### **1. Movement Between Junior Teams Prohibited**

No movement of Junior Players between registered Junior Teams shall be allowed between either Federation from and after midnight on the 10th day of January of the current playing Season. Players' dropped/Released, as of January 10 of the current playing Season, may be rostered on another Junior Team up to and including February 10 of the current playing Season.

#### **2. Frozen Roster Date – February 10th**

All rosters shall be frozen at midnight on the 10th day of February, of the current Season in both Federations and there shall be no changes allowed thereafter for the remainder of the Season.

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### **D. Payments/Deposits**

#### **1. Release Fees/Deposits**

All payments of Release fees shall be paid directly by the incoming Team to the Player's outgoing Team, as directed in Article IV, except for CHL Teams. Release payments to CHL Teams should be paid to the CHL Office concerned which will in turn send the payment to the Team.

#### **2. Transfer Fees**

##### **a. Initial Transfer**

All transfer fees due each Federation for an initial Transfer of a Player to a Member Team in another Federation shall be paid directly to the outgoing Federation, for division, by it, between the Federations involved.

##### **b. Renewal Transfer**

There shall be no fee due for a renewal transfer in a Player's second and subsequent years either to the outgoing or incoming Federation(s) if the Renewal Transfer is applied for on or before the first day of August prior to the regular League Season for which it is applicable. There will be no extensions to file a renewal transfer with no fee beyond the first day of August. Should a renewal transfer be filed after the first day of August the applicable transfer fee will be applied.

### **E. Transfer Expiration**

All Player transfers shall expire at the end of the current playing Season. Transfers may be renewed, however, in subsequent years without payment of additional transfer fees or Release payments (See Article III- Transfer Timelines. Paragraph D - Payments/Deposits). Upon condition that the Renewal Transfer shall be filed with the Incoming Federation on or before the first day of August prior to the regular League Season for which it is applicable.

## ARTICLE IV- COMPENSATION – RELEASE AND TRANSFER FEES

Payments due to complete the Transfer/Release of Players between the Federations are hereinafter set forth or provided for herein:

### A. Transfers

#### 1. Procedure

In order to properly apply for a Player Transfer between the two Federations, a Player Transfer Form (a standard form developed for this purpose) shall be properly completed. The applicant incoming Team shall then also enclose the Player Release from the Player's outgoing Team, and the Transfer Fees due the Federations to complete the Player Transfer, and forward all these documents to its outgoing Federation, (See Article III- Transfer Timelines. Paragraph D - Payments/Deposits.)

#### 2. Fees

Transfer Fees due the respective Federations shall be established by each Federation and the amount due each Federation shall accompany the Transfer Application for each Player to be transferred. Transfer fees shall not be due for renewal transfers in the second and subsequent years where the Player is returning to the incoming Team on whose roster he appeared at the end of the previous Season. Each Team shall file renewal transfers for all incoming, returning Players on or before August 1 of each succeeding year in order to be eligible for the renewal Transfer without payment of any further fee. A full Transfer Fee to both Federations shall be paid for all new Transfers completed after June 1 and for those renewal transfers completed after August 1.

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## B. Releases

### 1. Scheduled Values

Release Payments due for outgoing Players between the end of the previous regular Season (including play-offs, if any) shall be due to the outgoing Team prior to the first regularly scheduled League game for the incoming Team shall not exceed the appropriate amount shown on the table below.

Category	TRY-OUT PERIOD (US FUNDS)
	Team
CHL	5,000.00
NTDP/USHL - Canadian Junior A	4,000.00
USAH TIER II - JUNIOR A and CANADIAN JUNIOR B	2,000.00
All Other Junior Players	1,500.00
*All Remaining Players	750.00

\*Any Player moving to a Junior Team on a permanent basis.

Notwithstanding the foregoing, any Player for whom a Release Fee has not been paid, shall be able to return to competition in his Home Federation without the requirement that a Release fee be paid.

Each Federation shall be responsible to identify Leagues within their jurisdiction that operate in the various categories/classifications listed in Article IV – Compensation – Release and Transfer Fees.

### 2. Release Payments

Release Payments shall be sufficient if in the correct amount and forwarded to the outgoing Team entitled thereto by courier, wire transfer, personal hand delivery, etc, or any other manner designed to deliver the payment within no more than seven (7) days following its forwarding. A copy of the payment document shall be filed with the incoming League office. All Release payments, or satisfactory arrangements therefore, shall be made by the incoming Team prior to the first regularly scheduled League game of the current Season, of the incoming Team pursuant to the schedule set forth above.

### **3. Monetary Values**

All payments shall be in US Funds or in Canadian Funds of equivalent value.

### **4. Releases**

Player Releases, on a standard form developed for that purpose, shall be executed and returned by facsimile transmission to the incoming Team within twenty-four (24) hours of the receipt of the Release payment. A copy of the duly executed Player Release shall accompany the Transfer Application, as provided above.

### **5. End of Season**

#### **a. Exhaustion of Eligibility in Junior Hockey**

Any junior Player who has exhausted their eligibility in the age classification in which they competed during the previous Season, shall be free, without restriction or Team Release to return to their outgoing Federation.

#### **b. Players with Remaining Eligibility Returning to His Incoming Team**

Any junior Player in their second and/or subsequent year(s) of competition in an incoming Federation, shall be required to secure a renewal transfer, only, without the requirement to secure a Release, and without the payment of any fee for the renewal transfer. A renewal transfer for incoming, returning Players shall be filed with the Team's Home Federation on or before August 1 in order to be eligible for the Transfer without further payment of any fees.

#### **c. Players with Remaining Eligibility who are Returning to Their Outgoing Federation.**

Any Junior Player with remaining eligibility who desires to return to their outgoing Federation, shall be required to secure a Release from his current incoming Team, pursuant to the terms and provisions of this Agreement.

### **6. Immediate Eligibility**

All Players wishing to transfer to the incoming Federation during the Try-out period shall be immediately eligible to participate, upon the appropriate Release payment being paid in full to the outgoing Team. Any Player wishing to transfer after competing in a current Season, regularly scheduled, League game for the Team on whose roster he currently appears shall be ineligible to participate in the incoming Federation until the Release payment is agreed upon, payment therefore is in process (See Article III – Time Lines. Paragraph D – Payments/Deposits), and the transfer process is initiated with the incoming Federation.

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### **7. Players Released from NCAA with remaining junior eligibility**

Players, with remaining junior eligibility, who wish to transfer from a NCAA program are required to secure a Release from the previous outgoing Team should movement take place during the first Season of participation on the NCAA Team. Release payment will be based upon the scheduled values listed in the chart (not Team to Team negotiation). Should a Player complete a full Season of NCAA and wish to transfer in the subsequent Season, a Release would not be required from the previous outgoing Team.

This provision does not apply to Players who go directly to NCAA from the USA Hockey National Team Development Program (NTDP).

### **C. Federation Guarantee**

The payment of all sums due from the Teams, as set forth herein, shall be guaranteed by the respective Federation of which the incoming Team is a member.

## **ARTICLE V- AFFILIATED PLAYERS**

Youth or Junior Players competing within the programs of the two signatory Federations, shall be entitled to temporarily Affiliate with Junior Teams, subject to the following terms and conditions:

### **A. Designation**

The eligible junior Teams shall select no more than six (6) Affiliated Players, with one (1) additional replacement allowed. A written list of a Team's Affiliated Players shall be filed with the Team's Domestic Federation on or before November 1, or before the first game in which the Affiliated Player participates, whichever shall first occur. Any duplicate claims shall be resolved by awarding the Player to the Team for whom the Player first plays a game. An Affiliated Player may only play for one (1) Team per Federation, during the current playing Season.

USAH and HC shall provide a copy of the Team's Affiliated Players lists filed with the respective Federation in accordance with the terms of the within Agreement to its counterpart Federation no later than November 15 of each Season.

**B. Time Period of Eligibility**

The Players listed shall be eligible to be invited to compete for the Affiliated Team from the start of the regular Season to December 31 of the current playing Season unless extended by the voluntary agreement of both affected Teams. During this period, the Players will remain duly rostered on their domestic Team and eligible to compete for their domestic Team when not competing for their Affiliated Junior Team. No Affiliated Player shall play more than six (6) games for the Junior Team.

**C. Consent**

Before an Affiliated Player can be eligible to compete for his Affiliated Junior Team, the Affiliated Junior Team must complete a standard consent form to secure the approval of the General Manager or the Coach of the Player's domestic Team; and the Player's Parents, approving his participation in the Affiliation Program, and the terms thereof. The Player's Parent must also acknowledge, in writing that they understand the effect that this competition/affiliation may have on the Player's NCAA eligibility. The approval must also indicate the number of games the Player may play with the Affiliated Team. The domestic Team's Coach has the right to veto the use of an Affiliated Player, at any time, should it affect the domestic Team's schedule.

A copy of the consent form shall be provided to the Federation where the Team wishing to use the Player as an Affiliate is registered by fax or electronic transfer prior to the Player being eligible for participation as an Affiliate Player.

This Federation shall ensure that the other Federation receives a copy of the consent form by fax or electronic transfer within 1 business day of receipt of the form.

**D. Insurance**

During competition/practice, etc., for the Affiliated Team, the Affiliated Player shall be covered and protected by insurance provided by the Affiliated Team's Federation Insurance Program.

**E. Reports**

All use of Affiliated Players shall be reported, in writing to the domestic Federation of both the Player and the Team. Within 30 days of the conclusion of the regular Season, each League shall provide a list of all Players who have played as Affiliate Players which have been authorized by the provisions herein.

The report shall include the name of the Player, the name of his registered Team, the name of the Team he Affiliated with, and the number of games played as provided herein.

The report shall be signed by the authorized signatory of the League, and shall be forwarded to its Domestic Federation.

USAH and HC shall provide a copy of the filed reports to its counterpart Federation within 15 days of receipt.



**ARTICLE VI- DISPUTE RESOLUTION PROCESS**

In the event of a dispute arising under this Agreement, an Appeal must be properly and timely filed, and thereafter, the following process shall govern and control the rights and duties of the various parties.

The Dispute Resolution Process shall be available for Transfer/Release disputes, as well as tampering charges.

Section 1 shall apply to all Transfer/Release disputes, and Section II, shall be utilized for all Tampering charges which shall be reference incorporate all of Section 1, except the noted changes for Tampering Charges.

**SECTION I - TRANSFER/RELEASE DISPUTES**

**A. Jurisdiction**

**1. Scope**

The Appeals Committee shall have original jurisdiction over all disputes arising under this Agreement, only.

**2. Status Pending Appeal**

The status of the issue shall remain as supported by the current registration records until modified, if at all, by the decision of the Appeals Committee.

**B. Appeals Committee**

**1. Membership**

Each Federation, USAH and HC, shall annually appoint a representative to the Appeals Committee who shall serve as the Co-Chairs of that Committee. In addition, each Federation shall appoint a second member to serve on each arbitration panel. The Chair for a particular appeal shall be the Co-Chair representing the Outgoing Federation.

**2. Voting**

Each Member of the Arbitration Panel shall be entitled to one (1) vote. In the event of a tie, the Chair of that particular panel shall cast a second and deciding ballot.

**C. Appellate Process**

**1. Filing an Appeal**

A Team desiring to file an appeal shall do so, in writing, by notifying the Team's Federation Co-Chair of the Appeals Committee. The notice and appeal shall be sufficient if it includes the following:

**a. Statement of Dispute**

A clear, concise statement of the Dispute, in writing, referencing the portions of this Agreement in dispute, shall accompany the Notice. If it involves Players, it shall include the name, address, phone number and birth date of the Player involved.

**b. Representative Information**

The name, address, phone number, and fax number of the duly authorized representative of the appealing League/Team who will respond on behalf of the League/Team.

**c. Cost Bond**

A certified check in the amount of One thousand and no/100 (\$1,000.00) Dollars (US currency value or Canadian equivalent) made payable to the Team's Federation.

**d. Timely Filing**

In order to be considered timely filed, the appeal described herein must be received by the Federation Co-Chair within fifteen (15) days after the date on which the dispute arose. A failure to timely file an appeal shall constitute a waiver of the appealing Team's rights and the appeal shall be dismissed.

**2. Notice**

Within five (5) days of the receipt of the appeal, the Co-Chair to whom the appeal has been forwarded, shall forward a copy of the appeal to his fellow Co-Chair and to the Team on whose active roster the Player currently appears, and/or for whom the Player is currently playing. This notice shall be forwarded by electronic transfer or by restricted certified mail, return receipt requested.

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### **3. Response**

Within five (5) days from the verified receipt of the notice and appeal, the responding Team may file a response which shall be sufficient if in writing and includes the following:

#### **a. Statement of Position**

A clear, concise response to the appealing party's Statement of Dispute, in writing, referencing portions of this Agreement deemed applicable.

#### **b. Representative Information**

The name, address, phone number and fax number of the Team representative authorized to act on behalf of the Team.

#### **c. Cost Bond**

A certified check in the amount of One thousand and no/100 (\$1,000.00) Dollars (US currency value or Canadian equivalent) made payable to the Team's Federation.

#### **d. Timely Filing**

In order to be considered timely filed, the response described herein must be received by the Federation Co-Chair who forwarded the notice to the responding Team by electronic transfer or by restricted certified mail, return receipt requested, within five (5) days from the date the responding Team received the notice. A failure to timely file a response shall be considered a waiver of the responding Team's rights, and the appeal shall be sustained.

### **4. Mediation**

The Federation Co-Chair acting as Chair for purposes of the particular appeal, upon receipt of the response shall have a period of five (5) days during which he shall attempt to mediate the dispute. As incentive to both Teams to accept a mediated settlement, the Federation Co-Chair may refund to each Team up to seventy-five percent (75%) of the cost bond deposited in the event the Teams shall elect to accept a mediated settlement.

### **5. Arbitration Hearing**

In the event that the mediation process shall fail to resolve compensation claim, the Federation Co-Chair acting as Chairman for the specific Player's appeal shall, within five (5) days after the failure of mediation, process the matter to final decision as follows:

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### **a. Distribution of Materials**

The Federation Co-Chair acting as Chair for the particular appeal shall forward copies of the written appeal and response to each member of the Appeals Committee for their independent consideration and review.

### **b. Conference Call**

The Federation Co-Chair acting as Chair for the particular appeal shall then contact each member of the Appeals Committee, and schedule the appeal for hearing by conference call, including all four (4) members of the Appeals Committee.

### **c. Hearing**

During the conference call hearing, the parties shall consider the materials presented by the affected Teams, and shall then determine which of the two positions they shall accept as the most reasonable under the circumstances presented, in line with any precedent that has been established by previous appeals.

### **d. Tie Vote**

In the event that there shall be a tie vote on the initial ballot of the Appeals Committee, the Federation Co-Chair acting as Chair for this particular Player's appeal shall cast an additional and deciding ballot.

### **e. Optional-In Person Hearing**

In the event that either Team shall request an in-person hearing, the Team making that request shall file an additional cost bond in the amount necessary to fly all members of the Appeals Committee to a common, convenient location, plus one night's lodging in a quality facility at that location, and an additional \$100.00/day for meals during the trip (3 days). At such an in-person hearing, live testimony in support of the respective position of the disputing parties may be considered.

## **6. Decision**

The decision of the Appeals Committee as to which position shall be adopted by the Arbitration Panel, shall be immediately communicated to both affected parties and then reduced to written form and forwarded, within five (5) days, by electronic transfer or restricted certified mail, by the Co-Chairman to the affected parties.

### **a. Winning Team**

The party whose offer is selected as a basis for the Arbitration Panel Decision shall be entitled to the remedy provided and shall be refunded their cost bond by the Federation Co-Chair serving as Chair of the Appeals Committee.

### **b. Losing Team**

The losing party shall forfeit their cost bond and shall be required to comply with the decision of the Arbitration Panel. The cost bond shall be divided equally

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between HC and USAH, and that both HC and USAH agree that the bond monies shall be applied to its Youth/Minor Development programs within the respective Federations.

### **c. Compliance**

In the event that either party shall fail or refuse to comply with the decision of the Appeals Committee, that party shall be removed from membership in good standing in its Domestic Federation, and the Federation Co-Chairs may impose additional sanctions (e.g. fines, suspension of the Player, etc.) to insure final implementation of the Appeals Committee decision.

## **SECTION II – TAMPERING**

USAH, HC, and CHL agree that as all Players governed by the terms of this Agreement are able to transfer to another Federation at the conclusion of the Player's current Team, that any allegation of tampering is a matter which requires serious sanctions.

USAH, HC, and CHL also agree that any Team making an allegation of tampering should not do so lightly, and in the event that the tampering allegation is proven to be false, serious sanctions should also be imposed on all Teams who make allegations that are proven false.

### **A. Jurisdiction**

USAH, HC, and CHL hereby grant jurisdiction to the Dispute Resolution Panel as comprised herein to resolve all disputes which involve allegations of tampering as defined in Article III herein.

### **B. Authority of the Dispute Resolution Panel to impose penalties**

USAH, HC, AND CHL hereby grant authority to the Dispute Resolution Panel to impose penalties to the offending Team in the event that tampering allegations have been proven, or upon the Team making an allegation of tampering in the event that the allegation is proven to be false.

The penalties that may be imposed by the Dispute Resolution Panel shall include on the following sanctions:

- 1) Fine not to exceed \$5,000.00 per occurrence;
- 2) The loss of all privileges to register Players who are defined as Incoming Transfers for a period not to exceed the next two playing Seasons.

In addition to these penalties imposed, USAH, HC, and CHL may impose additional sanctions in accordance with its respective Constitutions and By-Laws against the Team, Coach, general manager, Team Official, or Player in keeping with the terms of its respective Constitution and By-Laws.

**C. Confirmation of procedural rules**

USAH, HC, AND CHL hereby agree that all items of procedure for the Dispute Resolution Process for tampering, shall be the same items of procedure as set forth in Article 1 herein for Transfer/Release hearings including the filing of the \$1,000 Cost Bond with the following exceptions:

**1) In Person Hearing**

Allegations of tampering may require an in-person hearing to properly address the issue of tampering.

USAH, HC, and CHL hereby grants authority to the Dispute Resolution Panel to request an in-person hearing;

In the event that the Dispute Resolution Panel requests an in-person hearing, the parties to the Hearing shall be bound by all terms of the Process, including posting Cost Bond for travel and per diems as set forth in Article VI, Section 1. It is agreed that each of the Teams shall be required to post the Cost Bond with their respective National Federations.

**2) Travel/Per Diems Cost Bond**

**a) Timelines**

- i) Upon receipt of the material filed by the Teams, the Dispute Resolution Panel shall determine within 5 days from the date the last material is filed, whether or not an In-Person Hearing will be required;
- ii) That upon receipt of notification that an In-Person Hearing is being requested by the Dispute Resolution Panel, the Teams involved shall have a further 7 days in which to file a Travel/Per Diems Cost Bond in an amount as shall be advised by the Dispute Resolution Panel;

**b) Failure to File Travel/Per Diems Cost Bond**

In the event that any of the parties to the Dispute Resolution Process fails to file the Travel/Per Diems Cost Bond, the Dispute Resolution Panel shall, in its unfettered discretion, be entitled to note that the failure to file as an admission of the allegations, or an admission that the filed allegations are proven false as the circumstances dictate.

Further, that in the event that the Dispute Resolution Panel notes the failure to file the Travel/Per Diem Cost bond as admissions as set forth herein, The Dispute Resolution Panel shall be entitled to file sanctions as authorized herein on the basis that the allegations are either accepted as true, or the allegations have been proven false.

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c) **Posting of Cost Bond**

Upon filing of the Cost Bond, the Dispute Resolution Panel shall advise the Teams of the date and location of the In-Person Hearing. USAH, HC, and CHL agree that the In-Person Hearing date shall occur no earlier than 15 days from the date the Cost Bonds have been posted by the respective Teams in order that the most economical Airfares may be obtained for the members of the Dispute Resolution Panel.

d) **Authority of Dispute Resolution Panel to direct forfeiture of Travel/Per Diems Cost Bond**

In the event that the Dispute Resolution Process proceeds to hearing, the Dispute Resolution Panel in its decision shall determine that the losing party shall forfeit its Cost Bond for Travel/Per Diems, and the winning party shall be entitled to the return of the Cost Bond for Travel/Per Diems.

In the event that the Dispute Resolution Panel fails to find the allegation of Tampering to be true, and also fails to find the allegation to be filed falsely, that the Dispute Resolution Panel shall be entitled to order one-half the costs of the Travel/Per Diems payable by each of the parties to the Dispute Resolution Process, and to direct that the remaining one-half of the Travel/Per Diem Cost Bonds shall be returned to the Teams.

## **ARTICLE VII- NOTICE**

Notice to the parties to this Agreement, shall be sufficient if in writing, and forwarded to the party at the following address:

**USAH**

1775 Bob Johnson Dr  
Colorado Springs, CO 80906

**HC**

151 Canada Olympic Road SW, Suite 201  
Calgary, Alberta  
Canada T3B 6B7

**CHL**

305 Milner Ave Suite 201  
Scarborough, Ontario  
Canada M1B 3V4

**ARTICLE VIII- DURATION OF AGREEMENT**

This Agreement shall commence on the date indicated on the first page of this Agreement, and shall continue to and including June 30, 2015, and from year to year thereafter unless amended as hereinafter provided or terminated by a party upon written notice to the other parties, which notice must be given, to be effective, on or before the 31st day of December of the current hockey Season and Agreement. This Transfer/Release Agreement is subject to approval by the undersigned representatives from USAH, HC and the CHL.

**ARTICLE IX- AMENDMENT**

This Agreement may be amended at any time by agreement of each and all of the parties. Absent agreement, an amendment may only be made at the conclusion of the term of the Agreement. Any proposed amendment must be submitted on or before the 31st day of December of the current hockey Season, which amendment, if agreed, will then be effective in the subsequent hockey Season(s).

**ARTICLE X – DEFINITIONS**

The following terms shall have the described meanings when used in this Agreement.

**A. OUTGOING FEDERATION**

Shall mean and refer to that Federation in which the Player resides before the proposed Release/transfer activity.

**B. INCOMING FEDERATION**

Shall mean that Federation to which the Player is moving after the proposed Release/transfer activity.

**C. ACTIVE ROSTER/PROTECTED LIST**

Shall mean and refer to that number of Players who are currently and immediately authorized to compete on behalf of a properly registered Team.

**D. PLAYER**

Shall mean and refer to any eligible Player in an outgoing Federation who has properly and completely registered with that outgoing Federation as certified by that outgoing Federation; is currently rostered on a member Team of that outgoing Federation; and has competed on behalf of that Team in current regular Season League competition; OR

Any eligible Player in an incoming Federation who is properly and completely registered by the incoming Federation, as certified by that incoming Federation; currently rostered by a member Team of that incoming Federation; has previously competed on behalf of the member Team in the previous regular Season League competition; and whose transfer has been renewed on or before August 1 prior to the commencement of the regular League Season.



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### **E. REGULAR LEAGUE SEASON**

Shall mean and refer to all regular Season League competition including League and National Championship play-off competition.

### **F. PLAYER VALUE/RIGHTS**

The playing rights of an eligible Player shall belong to the Team with whom the Player is currently registered as determined by the respective Federations. However, the value of the eligible Player's playing rights shall be determined by the last Team for whom the Player actually plays a regular Season game.

### **G. TEAM NATIONALITY**

Generally, a Team's nationality shall be determined by the geographical locations of the Team, and, all transfers shall be processed through the Team's home Federation.

Junior Teams (below major junior) based in the USA and participating in a Canadian League would process transfers with USA Hockey for any incoming Import Players to their Teams.

*Example: Team located in the USA participating in a Canadian League would process all incoming Imports (non-USA citizens) through USA Hockey and abide by the Import rules established in its Federation.*

If a properly transferred Import Player or US Player moves from a US based Team that participates in a Canadian League to a Junior Team, including major junior, within Canada, a Release and transfer would be required. If a properly transferred Import Player moves from a US based Team that participates in a Canadian League or an Import Player moves from a Canadian based Team that participates in a Canadian or US based League, including major junior, then that move shall also be subject to any applicable home Federation rules, as well as the provisions of this Agreement. Should an Import Player that has been properly transferred to a US based Team that participates in a Canadian League move to another Junior Team within the USA, a trade/consent form would have to be processed.

A listing of the Teams that fall under this example will be kept on file at both Federations and must be approved by both Federations, annually.

## **ARTICLE XI- ENTIRE AGREEMENT**

This Transfer/Release Agreement, consisting of 29 pages, contains the entire Agreement of the parties and supersedes any and all prior or contemporaneous Agreements and understandings, written or oral, by and between the parties.

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## L. TROPHIES

1. All trophies competed for in National and Regional Championships shall require acceptance by the Board of Directors.
2. The competition conducted for the various trophies is under the direction of the Board of Directors through **Hockey Canada**.
3. The **Board of Directors** shall decide what trophies shall be returned annually to **Hockey Canada** and by what date they shall be returned.
4. Engraving on all trophies shall be done by **Hockey Canada**.

### TROPHY POLICY

5. The winning Team shall be presented with the actual trophy at the conclusion of the Championship game. If the winning Team wishes to retain the trophy for a display period, it must then post a bond or personal certified cheque in the amount of two thousand dollars (\$2,000) which must be placed in the possession of Hockey Canada and must be in effect until July 31 of the same year. The Team's Branch will have the trophy returned to the Hockey Hall of Fame no later than November 15 of the year in which the trophy was won. Failure to meet this deadline shall result in a five hundred dollar (\$500) deduction from the bond or certified cheque.
6. The guarantee is to ensure the return of the trophies and the carrying cases to the Hockey Hall of Fame. If a trophy and its carrying case are not received at the Hockey Hall of Fame, Hockey Canada may take immediate action for the return of that trophy and its carrying case and to provide that all expenses be deducted from the bond or certified cheque.
7. Any damage that occurs to that trophy or its carrying case while in the possession of a winning Team will be deducted from the bond or certified cheque.
8. Teams winning a National Championship shall be provided with a pennant at the expense of **Hockey Canada**. These pennants shall remain the property of the winning Teams.
9. **Hockey Canada** shall provide members of the Major Senior AAA Male Championship Team and National Junior A Championship Team with an individual memento allowance of one hundred and fifty dollars (\$150.00) per person. Such individual awards, provided by **Hockey Canada** shall be limited to : in the case of Junior A, twenty-three (23) playing members plus seven (7) Team Officials; and in the case of Senior AAA, twenty five (25) playing members and five (5) Team Officials.
10. Teams may obtain additional awards for other officials at their own expense provided such additional awards are approved by Hockey Canada.

### M. HOCKEY TOURNAMENT REGULATIONS

1. No Player or Team registered or Affiliated with any Branch or Hockey Canada, USA Hockey or Teams from other IIHF Federations shall compete in any Tournament unless that Tournament is being granted a sanction permit by the Branch in whose geographic area that Tournament is to be conducted. The Branch shall notify the Hockey Canada Office sixty (60) days in advance of any sanction permit issued for a Tournament involving three (3) or more Hockey Canada Branches. Tournament fees will apply.
2. Any permit sanctioning a Tournament by **Hockey Canada** may be withdrawn if it is found that Hockey Canada or Branch regulations pertaining to such Tournaments are not followed.
3. Subsequent permits may not be issued to any Tournament sponsor who has been found to have conducted a sanctioned Tournament which has not conformed to those Hockey Canada or Branch regulations which apply.
4. The official permit sanctioning a Tournament shall be on a form approved by Hockey Canada. Such permit shall be in three (3) copies; one (1) to be retained by Hockey Canada, one (1) by the Branch and one (1) given to the local host.
5. All International Tournaments must be sanctioned by Hockey Canada and the Branch in which such Tournament is being held. All International Teams (excluding Teams from USA Hockey) must have written permission from their respective Federation and approval from Hockey Canada in order to participate in any Hockey Canada sanctioned International Tournament.
6. A deposit equal to the minimum sanction fee must accompany the application.
7. International Tournaments which include only Teams from Hockey Canada and USA Hockey do not require sanction by Hockey Canada, but do require Branch approval. However, all International Tournament sanction fees will apply.
8. No sanctioned Tournament shall accept entries from any Team which is not **registered or affiliated with** a Hockey Canada Branch, USA Hockey or other IIHF Member Federation.
9. Every Player competing in any sanctioned Tournament must be registered with that Team on a Hockey Canada Player registration form or certified Hockey Canada form, as applicable. The Team must produce such Player's registration form or certified Hockey Canada form, as applicable, for inspection at all Tournaments.
10. The host Branch will verify the eligibility of all Teams and Players entered in the Tournament.
11. No Team shall be permitted to play in any Tournament unless it has the written permission of the Branch. In granting such permission the Branch agrees to impose and enforce any disciplinary action necessary against its Team or **Registered Participants on the**

## **HOCKEY TOURNAMENT REGULATIONS M**

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Team. The Branch in which the Tournament is held shall have the authority to impose an indefinite suspension pending action by the Branch of the Team, Player or officials involved.

12. Where an indefinite suspension has been imposed, a copy of the official Game Report with all necessary supporting evidence and any recommendation regarding the suspension, shall be forwarded to the Branch of the Team, Player(s) or official(s) involved.
13. Disciplinary action, if any, shall be communicated to the Branch hosting the Tournament.
14. No entries shall be accepted from any territory outside the jurisdiction of Hockey Canada without the written permission of the governing body of that territory, which must also agree in writing to enforce any disciplinary action taken by the Hockey Canada Branch, or its affiliate, against the Team or any members of the Team.
15. All games in a sanctioned Tournament shall be refereed by officials recognized by the Branch.
16. All sanctioned Tournaments will be played only under official Hockey Canada Playing Rules. Should there be any variance from such rules, which may be in force in the Branch in which the Tournament is to be held, such variances shall be submitted at the time application is made for a sanction permit.
17. A Branch shall have authority to impose a Tournament sanction fee.
18. a) No Team or Player may compete in more than three (3) Tournament games in one day. Where Tournaments do require Teams or Players to play three (3) games in one day, such games shall not be longer than three (3) periods of fifteen (15) minutes, the first two (2) of which must be straight time.
  - b) For each Inter-Branch Tournament there shall be a minimum sanction fee of fifty dollars (\$50.00) plus a ten dollar (\$10.00) fee for each Team from outside the host Branch.
  - c) For each International Tournament there shall be a minimum sanction fee of one hundred dollars (\$100.00) plus fifty dollars (\$50.00) per Team from outside Canada and ten dollars (\$10.00) per Team from outside the host Branch.
  - d) All Tournaments are required to submit a financial statement of income and disbursements to the sanctioning Branch within thirty (30) days of the completion of the Tournament.
  - e) Failure to comply with this regulation will result in refusal of future Tournament sanction permits.
  - f) Fifty percent (50%) of the above mentioned minimum fees shall be submitted by the Branch to Hockey Canada.

**NOTE:** There is no Regulation N in these Regulations.

## **O. DISCIPLINE OF CLUBS, TEAMS, PLAYERS AND OFFICIALS**

1. Any Team using a suspended Player in play-off, League, exhibition or Tournament games shall be liable to immediate suspension.
2. Any person responsible for a Team having used a suspended Player shall also be suspended.
3. Any Team found guilty of having used any ineligible Player in any League, play-off, exhibition or Tournament game, shall lose any points earned in any game in which the ineligible Player participated. The Player and/or Team Officials shall be liable to further disciplinary action in accordance with Regulation F.12. (See Regulation E.36 (b) for "Participation")
4. A Player, Team Official, executive member, Team, Club, association, or any other Hockey Canada **Registered Participant** found, by an investigative process, to have condoned, initiated or, to the detriment of another, participated in Hazing actions or behaviours shall be subject to discipline up to and including expulsion from Hockey Canada registered programs. Discipline must relate to the degree of severity of the incident(s).
  - a) Any party failing to cooperate with the fact finding process may be subject to suspension as determined by the Branch.
  - b) All discipline decisions related to Hazing must be approved by the Branch.
  - c) All Hazing matters involving Hockey Canada High Performance Programs will be dealt with by the Hockey Canada **Board of Directors**.
5. Except in Inter-Branch play-off games where the authority is that of the Chair of the Board of Hockey Canada or a designate, the Chair of the Board or President, as applicable, of the Branch in which the games are played, shall impose all suspensions or penalties resulting from such games played and such suspensions shall be recognized by all Branches. The Hockey Canada President shall be immediately notified of those suspensions and penalties so imposed which are in excess of three (3) months.
6. Any Hockey Canada Player, Coach or other official, who is under suspension by a Hockey Canada Branch, League or Minor, Junior, Senior, or Female Hockey Association is suspended from any and all involvement in Hockey Canada sanctioned games. The suspension may, pursuant to Branch regulations, include suspensions up to and including all Hockey Canada activities for the duration of **that** suspension. Any individual who violates the terms of **any** suspension will be subject to discipline by Hockey Canada, or the Branch, League or Minor, Junior, Senior, or Female Hockey Association.
7. Hockey Canada will recognize and enforce suspensions of any Player, Coach, or other official imposed by **any Partner of Hockey Canada**, any member of the International Ice Hockey Federation, or any professional League should the Player, Coach, or official transfer to Hockey Canada while under suspension.

8. Any registered Female and Minor Hockey Player or Team Official who participates in a game, Tournament, training camp, prospect camp, selection camp or any similar event (other than those organized and operated by recognized academic institutions or aboriginal organizations) that is not sanctioned by Hockey Canada or a Branch and that interferes with his Branch Team's regular Season or play-off schedule shall be immediately suspended for up to one (1) year at the Branch's discretion.

## **HOCKEY CANADA AWARDS**

### **HOCKEY CANADA VOLUNTEER OF THE YEAR AWARD**

The Hockey Canada Volunteer of the Year Award annually recognizes an outstanding volunteer who has contributed to Amateur hockey and Hockey Canada. Volunteer service may include years of participation, administration, contribution, innovation or the advancement of Amateur hockey through media coverage. The Volunteer of the Year Award is presented at the Annual General Meeting of **Hockey Canada** to an individual who has dedicated himself/herself to the ideals of Hockey Canada, who has worked tirelessly for the improvement of **Hockey Canada** and who has had a notable impact on the game.

#### **RECIPIENTS OF THE VOLUNTEER OF THE YEAR AWARD**

1976	Gordon Jukes	London, ON
1977	Don Johnson	St. John's, NL
1978	NO AWARD	
1979	Gordon Renwick	Cambridge, ON
1980	Ron Wallace	Saskatoon, SK
1981	Bob Mullock	Port Moody, BC
1982	NO AWARD	
1983	Frank McKinnon	Carman, MB
1984	Harold Hillier	Grand Falls, NL
1985	Ed O'Doherty	Jonquière, QC
1986	Don Freer	Victoria, BC
1987	Brian Wakelin	St. John's, NL
1988	NO AWARD	
1989	Alex "Moe" Irving	Thunder Bay, ON
1990	Clair Sudsbury	Summerside, PE
1991	Murray Copot	Calgary, AB
1992	Joe Richard	Saint John, NB
1993	Lou Salatino	Thunder Bay, ON
1994	NO AWARD	
1995	Allan Matthews	Williams Lake, BC
1996	Jed Ritcey	Truro, NS
1997	Richard Nichols	Marathon, ON

## AWARDS

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1998	Don Valcour	Kemptville, ON
1999	René Marcil	St-Louis de France, QC
2000	Dana Dickenson	Tracey Mills, NB
2001	Joe Tookenay	Nipigan, ON
2002	Wilson Church	Canton de Rawdon, QC
2003	Wayne Kartusch	Regina, SK
2004	Wade Taylor	Truro, NS
2005	Jim Kinkley	Etobicoke, ON
2006	Sharon McMahon	Thunder Bay, ON
2007	Al Hubbs	Indian Head, SK
2008	George Kallay	Drumheller, AB
2009	Bob Clark	Carstairs, AB
2010	André Ricard	Trois-Rivières, QC
2011	Terry Engen	Eckville, AB
2012	Gord Hughes	Mississauga, ON
2013	Annie Orton	Blairmore, AB
2014	Nancy Wilson	London, ON

## GORDON JUCKES AWARD

In honour of Gordon Juckes, Hockey Canada's Hockey Development Council proudly recognizes this individual for his outstanding contribution to the development of Amateur hockey in Canada at the National level. Nominees are from the fields of research, sports medicine, psychology, Coaching, officiating, administration or related categories.

Gordon Juckes was Hockey Canada's first full-time Executive Director. His tenure began in 1960 and concluded in 1977 with his retirement. Juckes is a Life Member of Hockey Canada and an Honourary Member of the IIHF.

## RECIPIENTS OF THE GORDON JUCKES AWARD

1981	Frank McKinnon	Carman, MB
1982	Joe Byrne	Grand Falls, NL
1983	Bob Hindmarch	Vancouver, BC
1984	Tom Pashby	Toronto, ON
1985	Dave King	Calgary, AB
1986	Georges Larivière	St-Bruno, QC
1987	Dave Siciliano	Thunder Bay, ON
1988	Dale Henwood	Red Deer, AB
1989	Dennis McDonald	Ottawa, ON
1990	Vern Frizzell	Charlottetown, PE
1991	Clare Drake	Calgary, AB
1992	Gaston Marcotte	Québec, QC
1993	Colin Patterson	Cranbrook, BC

## AWARDS

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1994	Dr. Howie Wenger	Victoria, BC
1995	Kelly Lovering	Wilcox, SK
1996	Carl (Bucky) Buchanan	Sydney, NS
1997	Pat Doherty	Kitchener, ON
1998	Don McKee	Platville, ON
1999	Jamie MacDonald	Kitchener, ON
2000	Roger Nielson	Peterborough, ON
2001	Yvan Gingras	Montreal, QC
2002	Wayne Halliwell	Beaconsfield, QC
2003	Dennis Pottage	Regina, SK
2004	Jacques Martin	St. Pascal, ON
2005	Ted Hargreaves	Nelson, BC
2006	Dan Moro	Calgary, AB
2007	George Kingston	Calgary, AB
2008	Ed Chynoweth	Calgary, AB
2009	Wally Kozak	Calgary, AB
2010	Harley Hotchkiss	Calgary, AB
2011	Jean-François Mouton	Boucherville, QC
2012	Gordie Whitlock	Cornwall, PE
2013	Rick Polutnik	Red Deer, AB
2014	Clément Jodoin	Rimouski, QC

## HOCKEY CANADA ORDER OF MERIT

At the Hockey Canada Annual General Meeting in 1960, approval was given to the institution of annual "Hockey Canada Meritorious Awards" to honor those individuals who for many years have served Amateur hockey faithfully, having participated as Players, served as Coaches and association members, and made outstanding contributions to Canadian Amateur hockey. The first such awards were made in January and May, 1962.

1. One nomination, in writing will be accepted from each Branch through the Secretary - Manager and approved by the Branch Executive. Such nomination will list all qualifications and background pertaining to the applicant.
2. There is no limit as to the age of the Nominee.
3. The Nominee must be living.
4. The Nominee has been or is actively engaged in Amateur hockey.
5. The Nominee may be nominated any number of years, but can only receive the award once.
6. Nominations must be mailed to the Vice-President, Finance of Hockey Canada by March 15 of each year.



## AWARDS

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7. The Officers of Hockey Canada will make the selection and announce same at the Annual General Meeting of Hockey Canada.
8. Where recipients are in attendance at the Annual General Meeting, all expenses are to be paid by Hockey Canada.
9. One (1) award winner from the four (4) Atlantic Branches: One (1) award winner from the four (4) Central Branches and one (1) award winner from the five (5) Western Branches may be selected annually.
10. Award Winners will have their names placed on a Roll of Honour and become Members of Hockey Canada Order of Merit.
11. The Roll of Honour will be located in a suitable site in the Hockey Hall of Fame.
12. The above regulations to be incorporated annually.

### RECIPIENTS OF THE HOCKEY CANADA ORDER OF MERIT

1962	C.N. "Cliff" Henderson	Moose Jaw, SK
	C.J. "Charlie" Boyle	Fort William, ON
	Art Jefferd	Vancouver, BC
	A.E.H. "Abbie" Coo	Winnipeg, MB
	Earl Samis	Edmonton, AB
	Dr. S.H. Hutt	Chesterville, ON
	Leo E. Burns	town of Mount Royal, QC
	Hanson T. Dowell, Q.C.	Middleton, NS
	Lorne Miller.	North Bay, ON
1963	Frank Dilio	Montreal, QC
	Frank Sargent	Port Arthur, ON
1964	Harry Foxton	Portage la Prairie, MB
	George Panter.	Gravenhurst, ON
1965	Frank Buckland	Peterborough, ON
1966	A.T. Potter	Edmonton, AB
	W.B. George	Kemptville, ON
1967	J.W. "Jack" Hamilton	Regina, SK
	Judge J. Elliott Hudson	Halifax, NS
1968	Jack Christie	East York, ON
	Martin Conway	St-Lambert, QC
1969	Dr. W.G. Hardy	Edmonton, AB
1970	Leo Atwell	Nelson, BC
	Walter Clarke.	Grand Falls, NL
1971	William Addison	Winnipeg, MB
	Jack Roxburgh.	Simcoe, ON
1972	Clyde McCarthy	Trois-Rivières, QC
1973	Matt Leyden	Oshawa, ON
	J. Pius Callaghan.	Charlottetown, PE

## AWARDS

1974	W.J. Anderson . . . . .	Trail, BC
1975	William "Bill" Hanley . . . . .	Toronto, ON
	J.S. "Stu" Peppard . . . . .	Calgary, AB
1976	Gordon Jukes . . . . .	Ottawa, ON
1977	William "Bill" Ford . . . . .	Swift Current, SK
	William "Bill" Glover . . . . .	Toronto, ON
1978	Frank Germann . . . . .	Wilcox, SK
	T.B. "Bones" McCormack . . . . .	Thunder Bay, ON
1979	Clarence "Tubby" Schmalz . . . . .	Walkerton, ON
1980	Hugh McLean . . . . .	London, ON
	Harold Jones . . . . .	Regina, SK
1981	Fred Fox . . . . .	Lunenburg, NS
	Frank Spring . . . . .	Cranbrook, BC
1982	Steve MacDonald . . . . .	Sydney, NS
	Gordon Orser . . . . .	Lethbridge, AB
1983	Herb Parker . . . . .	Stratford, ON
	Bill Edwards . . . . .	Regina, SK
1984	Paul Dumont . . . . .	Québec, QC
	Ron Wallace . . . . .	Saskatoon, SK
1985	Bill Ruddock . . . . .	Toronto, ON
	George Allard . . . . .	Winnipeg, MB
1986	Pat Doherty . . . . .	Kitchener, ON
	Ed Chynoweth . . . . .	Calgary, AB
1987	Roland Mercier . . . . .	Québec, QC
	Claude Anstey . . . . .	Cornerbrook, NL
	Aime Alaire . . . . .	St. Boniface, MB
1988	Orest Korbitt . . . . .	Edmonton, AB
	Albert Watkins . . . . .	Peterborough, ON
	Ken Mantin . . . . .	Halifax, NS
1989	Bill Ledwell . . . . .	Charlottetown, PE
	Ed Boychuk . . . . .	Regina, SK
	Alf Taylor . . . . .	North Gower, ON
1990	Bob Nadin . . . . .	Toronto, ON
	Dr. Leo Margolis . . . . .	Nanaimo, BC
	Joe Byrne . . . . .	Grand Falls, NL
1991	Frank McKinnon . . . . .	Carmen, MB
	Fernand Pelletier . . . . .	Montreal, QC
1992	Jean Paul Bolduc . . . . .	Ste-Adèle, QC
	Harold Post . . . . .	Petit Rocher, NB
	George Parker . . . . .	Regina, SK
1993	John Maddia . . . . .	Indian Head, SK
	Bill Salonen . . . . .	Dryden, ON
1994	George Fardy . . . . .	St. John's, NL
	Fran Rider . . . . .	Mississauga, ON

## AWARDS

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	Bob Mullock . . . . .	Vancouver, BC
1995	Raymond Lagacé. . . . .	St-Laurent, QC
	Harold Hillier. . . . .	Grand Falls, NL
	Al Butler . . . . .	Stoney Mountain, MB
1996	Vern Paul . . . . .	Edmonton, AB
	Joe Tookenay . . . . .	Nipigon, ON
1997	Don Schmaltz . . . . .	Penticton, BC
	Brent Ladds . . . . .	Georgetown, ON
1998	Don Gatto. . . . .	Lethbridge, AB
	Pierre Verville . . . . .	Lac Beauport, QC
	Bob Deap . . . . .	Scotchtown, NB
1999	Mike Pytyck. . . . .	Thunder Bay, ON
	George Trainor. . . . .	Charlottetown, PE
2000	Ken Corbett. . . . .	Ottawa, ON
	Doug Steeves . . . . .	Saint John, NB
2001	Melvin Andrews. . . . .	Grand Falls-Windsor, NL
	Alex Legare . . . . .	Québec, QC
	Frank Lento. . . . .	Fernie, BC
2002	Denny Deveau. . . . .	Kingston, NS
	Bob McKinnon . . . . .	Oakville, ON
2003	Roger Otteson . . . . .	Edmonton, AB
	Jed Ritcey . . . . .	Truro, NS
	Don Shepherdson . . . . .	New Liskeard, ON
2004	Marv Ryder . . . . .	Bonavista, NL
	Jules Lavictoire . . . . .	Rockland, ON
2005	Mac MacLeod . . . . .	Manville, AB
	Benoît Noël. . . . .	Acton Vale, QC
2006	Gerry Taylor. . . . .	St. John's, NL
	John Gardner . . . . .	Toronto, ON
	George Ulyatt . . . . .	Winnipeg, MB
2007	Wayne A. MacDougall . . . . .	Stratford, PE
	André Marsolais . . . . .	St-Charles-Borromée, QC
	Tom Coleman . . . . .	Quill Lake, SK
2008	Peter Hanson . . . . .	Riverview, NB
	Lou Salatino . . . . .	Thunder Bay, ON
	Jack Forsyth . . . . .	Hartney, MB
2009	Bill Ennos . . . . .	Saanichton, BC
	Lou Bottochio . . . . .	Schumacher, ON
	Lauchie MacIssac . . . . .	Anligonisle, NS
2010	Sheldon Lanchbery . . . . .	Deloraine, MB
	Joe Maynard . . . . .	Flatrock, NL
	Don Yeck. . . . .	Belmont, On
2011	Réal Cyr . . . . .	Montréal-Nord, QC
	Glenn Hurley. . . . .	Rothesay, NB

2012	Lorne Wilm .....	Central Butte, SK
	Don Matheson .....	Sydney, NS
	Georges Marien .....	Longueuil, QC
2013	Ray Boudreau .....	Spruce Grove, AB
	Nancy Orr .....	Hunter River, PE
	Claude Gauthier .....	Montreal, QC
2014	Jerrold Lemko .....	Vegreville, AB
	Gerry Evans .....	Mount Pearl, NL
	Bill Appleby .....	Waterloo, ON
	Rob Virgil .....	Edmonton, AB

**FEMALE HOCKEY BREAKTHROUGH AWARD**

Hockey Canada’s Female Hockey Council proudly recognizes an individual for their outstanding leadership and contribution to the advancement of Female hockey in Canada. Nominees originate from fields of Coaching, officiating, research, administration, marketing, promotion or events /special projects.

The Female Hockey Breakthrough Award is presented at Hockey Canada’s Annual General Meeting. The inaugural award was presented in 1998.

**RECIPIENTS OF THE FEMALE HOCKEY BREAKTHROUGH AWARD**

1998	Fran Rider .....	Mississauga, ON
1999	Karen Wallace .....	Surrey, BC
2000	Susan Dalziel .....	Borden-Carlton, PE
2001	Marina Zenk .....	Orleans, ON
2002	Byron Stephen .....	Calgary, AB
2003	Glynis Peters .....	Chelsea, QC
2004	Orville Acres .....	Pinawa, MB
2005	Angela James .....	Richmond Hill, ON
2006	Shirley Cameron .....	Edmonton, AB
2007	Hazel McCallion .....	Mississauga, ON
2008	Dawn Moase .....	Albany, PE
2009	Cathy Phillips .....	Dundas, ON
2010	Julianne Fuller .....	Inuvik, NT
2011	Laurie Taylor-Bolton .....	Barrie, ON
2012	Karen Kost .....	Edmonton, AB
2013	Karen Hughes .....	Scarborough, ON
2014	Dave Peterson .....	Calgary, AB

## AWARDS

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### HAL LEWIS AWARD

In honour of Hal Lewis, Hockey Canada proudly recognizes the staff person who best exemplifies the commitment to the values and objectives of Hockey Canada, exhibits pride and respect for the organization and its participants and demonstrates Team spirit both in the office and in one's life.

#### RECIPIENTS OF THE HAL LEWIS AWARD

2001	Shelley Coolidge	Lashburn, SK
2002	Paul Delparte	Sudbury, ON
2003	Todd Jackson	Gloucester, ON
2004	André Brin	Winnipeg, MB
2005	Dean McIntosh	Shelburne, ON
2006	Linda Liepert	Calgary, AB
2007	Johanne Poitras-Brien	Greenfield Park, QC
2008	Carol Anne Roberts	Saint John, NB
2009	Corey McNabb	Calgary, AB
2010	Lesley Reddon	Calgary, AB
2011	Dean McIntosh	Calgary, AB
2012	Kevin Webster	Calgary, AB
2013	Jonah McEachern	Regina, SK
2014	Glen McCurdie	Manotick, ON

### LIZ MacKINNON AWARD

The Liz MacKinnon Award annually recognizes the contribution of a companion during the Annual General Meeting who personifies the character and spirit of Liz; her love of life; her love of her family; and her love of the people involved in hockey. Her legacy remains with Hockey Canada.

#### RECIPIENTS OF THE LIZ MacKINNON AWARD

2001	Jan Papineau	Milton, ON
2002	Nancy Russell	St. John's, NL
2003	Barb Kallay	Drumheller, AB
2004	Louise Allain	Gatineau, QC
2005	Mark McMahon	Thunder Bay, ON
2006	Myrna Kartusch	Regina, SK
2007	Mim Hornell	Grand Falls-Windsor, NL
2008	Hélène Laflièche	St-Charles-Borromée, QC
2009	Denise Costello	Ottawa, ON
2010	Rose Delparte	Calgary, AB
2011	Jill Donovan	Saint John, NB
2012	Sylvia Drago	Sudbury, ON

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2013	Susan Pitcher .....	Windsor, NL
2014	Velma Affleck .....	Mount Stewart, PE

**OFFICIATING AWARD**

The Hockey Canada Officiating Award proudly recognizes an official, active or non-active, who has made an outstanding contribution to officiating. This person is identified as one who has had a notable impact on the game at the Branch and National level and one who has been involved for a minimum of twenty-five (25) years as an official/administrator.

This award is presented annually at Hockey Canada’s Annual General Meeting. The inaugural Hockey Canada Officiating Award was presented in 2005.

**RECIPIENTS OF THE OFFICIATING AWARD**

2005	Lyle Wilhelm .....	Moose Jaw, SK
2006	Ray Bowe .....	St. John's, NL
2007	Ken Miller .....	North Bay, ON
2008	Wes Smith .....	Saskatoon, SK
2009	Doug Hayward .....	Montreal, QC
2010	Ian Heather .....	Winnipeg, MB
2011	Kevin Muench .....	Moose Jaw, SK
2012	David Taveroff .....	Mont-Royal, QC
2013	Dr. Maurice Roy .....	Grand Falls, NB
2014	Richard Trottier .....	Laval, QC

# HISTORY OF HOCKEY CANADA

The origin of hockey in Canada has never been definitely established. Claims have been made on behalf of many localities, notably Montreal, Halifax and Kingston and the controversy will no doubt go on as long as the sport continues.

There is no doubt that hockey has been played for a long time in Canada and individual Clubs such as the Victoria's of Montreal were known at an early date. Montreal also lays claim to having the first organized League of Clubs.

The first organization actually dealing with the administration and development of the sport was the Ontario Hockey Association which was organized on the 27th of November, 1890.

With the passage of the years in other parts of Canada organizations also came into existence and on December 4, 1914, the first meeting to provide for a national body was held in the Château Laurier, Ottawa. While it was fitting that the first meeting should be held in Canada's capital city, the impetus for the organization was provided by a group of men in that Western city which has had such a notable connection with the sport, Winnipeg. The invitations for the meeting were sent out by C.C. Robinson of Winnipeg on behalf of the Allan Cup Trustees and N.H. Crow of Toronto, the Secretary of the Amateur Athletic Union of Toronto.

At the meeting, William Northey of Montreal, Trustee of the Allan Cup was chosen as the chairman and Crow acted as secretary. Those present at the meeting and the organizations represented were as follows:

J.W. Ward, Hamilton, A.B.A.H.A.

Otto Dinnith, Montreal,  
Can. Inter-Collegiate H.U.

Ernest H. Jupp, Toronto,  
Can. Inter-Collegiate H.U.

Francis Nelson, Toronto,  
Ontario Hockey Association

H.E. Wettlaufer, Berlin, ON

W.F. Taylor, Winnipeg, Manitoba Hockey Assn.

P.D. Shand, Moose Jaw, S. A.H.A.

F.H.P. Marples, Winnipeg,  
Monarch Hockey Club

W.F. Trivett, Toronto, O.A.A.U.

C.C. Robinson, Winnipeg,  
Victoria Hockey Club

D.W.F. Nichols, Winnipeg,  
Winnipeg Hockey Club

R.E. Melville, Montreal, Quebec Br. A.A.U.

Jos. B. Parker, Winnipeg, C.T.P.A.A.

Jas. G. Merrick, Toronto, Can. Olympic Assn.

Thomas Boyd, Winnipeg, A.A.U. of C.

Albert E. Vert, New Westminster, B.C.A.A.U.

Norman M. Mowat, Montreal,  
Montreal City H. League

Leo Dandurand, Montreal,  
Montreal City H. League

Norton H. Crow, Toronto Sec. A.A.U. of C.

W. Northey, Montreal, Allan Cup Trustee

G.B. Reid, Regina, Victoria Hockey Club

**Places of Annual General Meeting**

1915.....	Winnipeg, MB	1963.....	Brandon, MB
1919.....	Toronto, ON	1964.....	Ottawa, ON
1920.....	Toronto, ON	1965.....	Victoria, BC
1921.....	Winnipeg, MB	1966.....	Montreal, QC
1922.....	Toronto, ON	1967.....	Saskatoon, SK
1924.....	Toronto, ON	1968.....	Windsor, ON
1925.....	Winnipeg, MB	1969.....	Calgary, AB
1926.....	Montreal, QC	1970.....	St. John's, NF
1927.....	Vancouver, BC	1971.....	Thunder Bay, ON
1928.....	Ottawa, ON	1972.....	Saint John, NB
1929.....	Winnipeg, MB	1973.....	Charlottetown, PEI
1930.....	Toronto, ON	1974.....	Winnipeg, MB
1931.....	Winnipeg, MB	1975.....	Québec, QC
1932.....	Montreal, QC	1976.....	Penticton, BC
1933.....	Vancouver, BC	1977.....	Ottawa, ON
1934.....	Toronto, ON	1978.....	Regina, SK
1935.....	Halifax, NS	1979.....	London, ON
1936.....	Toronto, ON	1980.....	Edmonton, AB
1938.....	Ottawa, ON	1981.....	Halifax, NS
1939.....	Winnipeg, MB	1982.....	St. John's, NF
1940.....	Montreal, QC	1983.....	Thunder Bay, ON
1941.....	Calgary, AB	1984.....	Winnipeg, MB
1942.....	Toronto, ON	1985.....	Vancouver, BC
1943.....	Port Arthur, ON	1986.....	Montreal, QC
1944.....	Montreal, QC	1987.....	Charlottetown, PEI
1945.....	Toronto, ON	1988.....	Calgary, AB
1946.....	Vancouver, BC	1989.....	Ottawa, ON
1947.....	Quebec City, QC	1990.....	Toronto, ON
1948.....	Toronto, ON	1991.....	Saskatoon, SK
1949.....	New York, U.S.A.	1992.....	Saint John, NB
1950.....	Banff, AB	1993.....	Thunder Bay, ON
1951.....	Halifax, NS	1994.....	St. John's, NL
1952.....	Minaki, ON	1995.....	Winnipeg, MB
1953.....	Niagara Falls, ON	1996.....	Halifax, NS
1954.....	Vancouver, BC	1997.....	Victoria, BC
1955.....	Regina, SK	1998.....	Québec, QC
1956.....	Montreal, QC	1999.....	Charlottetown, PEI
1957.....	Edmonton, AB	2000.....	Edmonton, AB
1958.....	Toronto, ON	2001.....	Ottawa, ON
1959.....	Detroit, MI	2002.....	Toronto, ON
1960.....	Sydney, NS	2003.....	Regina, SK
1961.....	Port Arthur, ON	2004.....	Thunder Bay, ON
1962.....	Ottawa, ON	2005.....	Saint John, NB



## HISTORY OF HOCKEY CANADA

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2006.....	St. John's, NL
2007.....	Winnipeg, MB
2008.....	Québec, QC
2009.....	Vancouver, BC
2010.....	Montreal, QC
2011.....	Calgary, AB
2012.....	Halifax, NS
2013.....	Charlottetown, PE
2014.....	Calgary, AB

### Branch Registration in Hockey Canada

British Columbia Amateur Hockey Association .....	1914
Hockey Alberta .....	1914
Saskatchewan Hockey Association .....	1914
Hockey Manitoba .....	1914
Hockey North .....	1997
Hockey Northwestern Ontario .....	1918
*Ontario Hockey Federation .....	1989
* Hockey Eastern Ontario .....	1920
Hockey Québec .....	1919
Hockey New Brunswick .....	1968
Hockey Nova Scotia .....	1974
Hockey PEI .....	1974
Hockey Newfoundland and Labrador .....	1966
* Ontario Hockey Association 1914	
* Formerly the Ottawa and District Hockey Association	

## PAST OFFICERS

### 1914 - 1915

President: Dr. W.F. Taylor . . . . .Winnipeg, MB  
 Hon. President: J. Ross Robertson . . . . .Toronto, ON  
 Vice-President: Francis Nelson . . . . .Toronto, ON  
 Hon. Sec. Treas.: Claude C. Robertson . . . . .Winnipeg, MB

### 1915 - 1919

President: Capt. Jas T. Sutherland . . . . .Kingston, ON  
 (During the President's service overseas, Sheriff J.F. Paston, Whitby, ON acted as President)  
 Hon. President: Dr. W.F. Taylor . . . . .Winnipeg, MB  
 Vice-President: W.M. Van Valkenburg . . . . .Regina, SK  
 Hon. Sec. Treas.: W.A. Hewitt . . . . .Toronto, ON

### 1919 - 1920

President: Frederick E. Betts . . . . .Saskatoon, SK  
 Hon. President: Capt. Jas T. Sutherland . . . . .Kingston, ON  
 Vice-President: W.R. Granger . . . . .Montreal, QC  
 Hon. Sec. Treas.: W.C. Bettschen . . . . .Regina, SK

### 1920 - 1921

President: H.J. Sterling . . . . .Fort William, ON  
 Hon. President: Frederick E. Betts . . . . .Saskatoon, SK  
 Vice-President: W.G. Chester . . . . .Vancouver, BC  
 Hon. Sec. Treas.: H.E. James . . . . .Fort Williams, ON

### 1921 - 1922

President: W.R. Granger . . . . .Montreal, QC  
 Hon. President: H.J. Sterling . . . . .Winnipeg, MB  
 Vice-President: Dr. H.O. McDiarmid . . . . .Brandon, MB  
 Hon. Sec. Treas.: W.J. Morrison . . . . .Montreal, QC

### 1922 - 1923

President: W.R. Sexsmith . . . . .Portage Prairie, MB  
 Hon. President: W.R. Granger . . . . .Montreal, QC  
 Vice-President: S.P. Quilty . . . . .Ottawa, ON  
 Hon. Sec. Treas.: F.H. Marples . . . . .Winnipeg, MB  
 A.A.U. of C. Governor: R.C. Chambers . . . . .Fort William, ON  
 Registrar: W.A. Hewitt . . . . .Toronto, ON

### 1924 - 1925 - 1926

President: S.P. Quilty . . . . .Ottawa, ON  
 Hon. President: W.B. Sexsmith . . . . .Portage la Prairie, MB  
 Vice-President: Dr. J.E. Sandercock . . . . .Calgary, AB  
 A.A.U. of C. Governor: R.C. Chambers . . . . .Fort William, MB  
 Hon. Secs.: D.N. Gill and J.M. Dunn . . . . .Ottawa, ON  
 Dominion Registrar Treas.: W.A. Hewitt . . . . .Toronto, ON

## PAST OFFICERS

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### 1926 - 1927 - 1928

President: Dr. F.E. Sandercock . . . . . Calgary, AB  
Hon. President: S.P. Quilty . . . . . Ottawa, ON  
Vice-President: W.A. Fry . . . . . Dunnville, ON  
A.A.U. of C. Governor: R.C. Chambers . . . . . Fort William, MB  
Hon. Secretary: F.H. Marples . . . . . Winnipeg, MB  
Dominion Registrar-Treas.: W.A. Hewitt . . . . . Toronto, ON

### 1928 - 1929 - 1930

President and A.A.U. of C. Governor: W.A. Fry . . . . . Dunnville, ON  
Past President: Dr. F.E. Sandercock . . . . . Calgary, AB  
Vice-President: J.W. Hamilton . . . . . Regina, SK  
Secretary: F.H. Marples . . . . . Winnipeg, MB  
Dominion Registrar-Treas.: W.A. Hewitt . . . . . Toronto, ON

### 1930 - 1931 - 1932

President and A.A.U. of C. Governor: J.W. Hamilton . . . . . Regina, SK  
Past President: W.A. Fry . . . . . Dunnville, ON  
First Vice-President: Frank C. Greenleaf . . . . . Montreal, QC  
Second Vice-President: E.A. Gilroy . . . . . Portage la Prairie, MB  
Secretary: F.H. Marples . . . . . Winnipeg, MB  
Dominion Registrar-Treas.: W.A. Hewitt . . . . . Toronto, ON

### 1932 - 1933 - 1934

President and A.A.U. of C. Governor: Frank C. Greenleaf . . . . . Montreal, QC  
Past President: J.W. Hamilton . . . . . Regina, SK  
First Vice-President: E.A. Gilroy . . . . . Portage la Prairie, MB  
Second Vice-President: Cecil Duncan . . . . . Ottawa, ON  
Secretary: F.H. Marples . . . . . Winnipeg, MB  
Dominion Registrar-Treas.: W.A. Hewitt . . . . . Toronto, ON

### 1934 - 1935 - 1936

President and A.A.U. of C. Governor: E.A. Gilroy . . . . . Portage la Prairie, ON  
Past President: Frank C. Greenleaf . . . . . Montreal, QC  
First Vice-President: Cecil Duncan . . . . . Ottawa, ON  
Second Vice-President: Prof. W.G. Hardy . . . . . Edmonton, AB  
Secretary: F.H. Marples . . . . . Winnipeg, MB  
Dominion Registrar-Treas.: W.A. Hewitt . . . . . Toronto, ON

### 1936 - 1937 - 1938

President: Cecil Duncan . . . . . Ottawa, ON  
Past President: E.A. Gilroy . . . . . Portage la Prairie, MB  
First Vice-President: Prof. W.G. Hardy . . . . . Edmonton, AB  
Second Vice-President: Geo S. Dudley . . . . . Midland, ON  
Secretary: F.H. Marples . . . . . Ottawa, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON

## PAST OFFICERS

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### 1938 - 1939 - 1940

President: Prof. W.G. Hardy . . . . . Edmonton, AB  
Past President: Cecil Duncan . . . . . Ottawa, ON  
First Vice-President: Geo S. Dudley . . . . . Midland, ON  
Second Vice-President: Frank Sargent . . . . . Port Arthur, ON  
Secretary: F.H. Marples . . . . . Toronto, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON

### 1940 - 1941 - 1942

President: Geo S. Dudley . . . . . Midland, ON  
Past President: Prof. W.G. Hardy . . . . . Edmonton, AB  
First Vice-President: Frank Sargent . . . . . Port Arthur, ON  
Second Vice-President: Hanson T. Dowell . . . . . Middleton, NS  
Secretary: F.H. Marples . . . . . Toronto, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON

### 1942 - 1943 - 1944 - 1945

President: Frank Sargent . . . . . Port Arthur, ON  
Past President: Geo S. Dudley . . . . . Midland, ON  
First Vice-President: Hanson T. Dowell . . . . . Middleton, NS  
Second Vice-President: A.W. Pickard . . . . . Regina, SK  
Secretary: F.H. Marples . . . . . Toronto, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON

### 1945 - 1946 - 1947

President: Hanson Dowell . . . . . Middleton, NS  
Past President: Frank Sargent . . . . . Port Arthur, ON  
First Vice-President: A.W. Pickard . . . . . Regina, SK  
Second Vice-President: Norman Dawe . . . . . Verdun, QC  
Secretary: G.S. Dudley . . . . . Midland, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON

### 1947 - 1948

President: A.W. Pickard . . . . . Regina, SK  
Past President: Hanson Dowell . . . . . Middleton, NS  
First Vice-President: Norman Dawe . . . . . Verdun, QC  
Second Vice-President: D.G. Grimston . . . . . New Westminster, BC  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

### 1948 - 1949 - 1950

President: A.W. Pickard . . . . . Regina, SK  
Past President: Hanson Dowell . . . . . Middleton, NS  
First Vice-President: D.G. Grimston . . . . . New Westminster, BC  
Second Vice-President: W.B. George . . . . . Kemptonville, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

## PAST OFFICERS

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### 1950 - 1952

President: D.G. Grimston . . . . . New Westminster, BC  
Past President: A.W. Pickard . . . . . Regina, SK  
First Vice-President: W.B. George . . . . . Kemptville, ON  
Second Vice-President: James A. Dunn . . . . . Winnipeg, MB  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

### 1952 - 1955

President: W.B. George . . . . . Kemptville, ON  
Past President: D.G. Grimston . . . . . New Westminster, BC  
First Vice-President: James A. Dunn . . . . . Winnipeg, MB  
Second Vice-President: W.A. Duranceau . . . . . Montreal, QC  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

### 1955 - 1957

President: James A. Dunn . . . . . Winnipeg, MB  
Past President: W.B. George . . . . . Kemptville, ON  
First Vice-President: Robert Lebel . . . . . Chambly, QC  
Second Vice-President: Gordon Jukes . . . . . Melville, SK  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

### 1957 - 1959

President: Robert Lebel . . . . . Chambly, QC  
Past President: James A. Dunn . . . . . Winnipeg, MB  
First Vice-President: Gordon Jukes . . . . . Melville, SK  
Second Vice-President: J.M. Roxburgh . . . . . Simcoe, ON  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

### 1959 - 1960

President: Gordon Jukes . . . . . Melville, SK  
Past President: Robert Lebel . . . . . Chambly, QC  
First Vice-President: J.M. Roxburgh . . . . . Simcoe, ON  
Second Vice-President: A.T. Potter . . . . . Edmonton, AB  
Registrar-Treasurer: W.A. Hewitt . . . . . Toronto, ON  
Secretary-Manager: G.S. Dudley . . . . . Midland, ON

### 1960 - 1962

President: Jack Roxburgh . . . . . Simcoe, ON  
Past President: Robert Lebel . . . . . Chambly, QC  
First Vice-President: A.T. Potter . . . . . Edmonton, AB  
Second Vice-President: Lionel Fleury . . . . . Québec, QC  
Registrar-Treasurer: Gordon Jukes . . . . . Melville, SK  
Secretary-Manager: Gordon Jukes . . . . . Melville, SK

## PAST OFFICERS

### 1962 - 1964

President: A.T. Potter . . . . .Edmonton, AB  
Past President: Jack Roxburgh . . . . . Simcoe, ON  
First Vice-President: Lionel Fleury . . . . . Québec, QC  
Second Vice-President: Fred Page . . . . . Port Arthur, ON  
Registrar-Treasurer: Gordon Juckes . . . . .Melville, SK  
Secretary-Manager: Gordon Juckes . . . . .Melville, SK

### 1964 - 1966

President: Lionel Fleury . . . . . Québec, QC  
Past President: A.T. Potter . . . . .Edmonton, AB  
First Vice-President: Fred Page . . . . . Port Arthur, ON  
Second Vice-President: Lloyd Pollock . . . . . Windsor, ON  
Registrar-Treasurer: Gordon Juckes . . . . .Melville, SK  
Secretary-Manager: Gordon Juckes . . . . .Melville, SK

### 1966 - 1968

President: Fred Page . . . . .Vancouver, BC  
Past President: Lionel Fleury . . . . . Québec, QC  
First Vice-President: Lloyd Pollock . . . . . Windsor, ON  
Second Vice-President: Earl Dawson . . . . . Rivers, MB  
Registrar-Treasurer: Gordon Juckes . . . . .Melville, SK  
Secretary-Manager: Gordon Juckes . . . . .Melville, SK

### 1968 - 1969

President: Lloyd Pollock . . . . . Windsor, ON  
Past President: Fred Page . . . . . North Vancouver, BC  
Vice-President: Earl Dawson . . . . . Rivers, MB  
Director: Leo Atwell . . . . . Nelson, BC  
Director: Alfred E. Taylor . . . . . North Gower, ON  
Executive Director: Gordon Juckes . . . . . Winnipeg, MB

### 1969 - 1970

President: Earl Dawson . . . . . Rivers, MB  
Past President: Fred Page . . . . . North Vancouver, BC  
First Vice-President: J.J. Kryczka . . . . . Calgary, AB  
Vice-President, Senior: Henry Crochetière . . . . .Sherbrooke, QC  
Vice-President, Junior: Jack Devine . . . . . Belleville, ON  
Vice-President, Minor: Don Stynsky . . . . . North Battleford, SK  
Executive Director: Gordon Juckes . . . . . Winnipeg, MB

### 1970 - 1971

President: Earl Dawson . . . . . Rivers, MB  
Past President: Fred Page . . . . . North Vancouver, BC  
First Vice-President: J.J. Kryczka . . . . . Calgary, AB  
Vice-President, Senior: Don S. Johnson . . . . . St. John's, NL  
Vice-President, Junior: Jack Devine . . . . . Belleville, ON  
Vice-President, Minor: T.B. McCormack . . . . . Thunder Bay, ON  
Executive Director: Gordon Juckes . . . . . Ottawa, ON

## PAST OFFICERS

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### 1971 - 1973

President: J.J. Kryczka . . . . . Calgary, AB  
Past President: Earl Dawson . . . . . Winnipeg, MB  
First Vice-President: Jack Devine . . . . . Belleville, ON  
Vice-President, Senior & Int.: Don S. Johnson . . . . . St. John's, NL  
Vice-President, Junior: Roland Mercier. . . . . Québec, QC  
Vice-President, Minor: T.B. McCormack . . . . . Thunder Bay, ON  
Executive Director: Gordon Jukes. . . . . Ottawa, ON

### 1973 - 1975

President: Jack Devine . . . . . Belleville, ON  
Past President: J.J. Kryczka . . . . . Calgary, AB  
First Vice-President: Don S. Johnson . . . . . St. John's, NL  
Vice-President, Senior & Int.: Gordon Renwick. . . . . Cambridge, ON  
Vice-President, Junior: Roland Mercier. . . . . Québec, QC  
Vice-President, Minor: T.B. McCormack . . . . . Thunder Bay, ON  
Executive Director: Gordon Jukes. . . . . Ottawa, ON

### 1975 - 1976

President: Don Johnson . . . . . St. John's, NL  
Past President: Jack Devine . . . . . Belleville, ON  
First Vice-President: Gordon Renwick. . . . . Cambridge, ON  
Vice-President, Sr. Int.: Frank McKinnon. . . . . Carman, MB  
Vice-President, Junior: Roland Mercier. . . . . Québec, QC  
Vice-President, Minor: T.B. McCormack . . . . . Thunder Bay, ON  
Vice-President at Large: Marcel Robert . . . . . Ottawa, ON  
Executive Director: Gordon Jukes. . . . . Ottawa, ON

### 1976 - 1977

President: Don Johnson . . . . . St. John's, NL  
Past President: Jack Devine . . . . . Belleville, ON  
First Vice-President: Gordon Renwick. . . . . Cambridge, ON  
Vice-President, Senior Int.: Frank McKinnon. . . . . Carman, MB  
Vice-President, Junior: Roland Mercier. . . . . Québec, QC  
Vice-President, Minor: Cliffe Phillips . . . . . Newmarket, ON  
Vice-President at Large: Marcel Robert . . . . . Québec, QC  
Executive Director: Gordon Jukes. . . . . Ottawa, ON

### 1977 - 1979

President: Gordon Renwick . . . . . Cambridge, ON  
Past President: Don Johnson. . . . . St. John's, NL  
Vice-President: Frank McKinnon . . . . . Carman, MB  
Vice-President, Senior Int.: Ron Wallace. . . . . Saskatoon, SK  
Vice-President, Junior: Roland Mercier. . . . . Québec, QC  
Vice-President, Minor: Cliffe Phillips . . . . . Newmarket, ON  
Vice-President at Large: Norm Saunders . . . . . Brockville, ON  
Executive Director: David Branch. . . . . Ottawa, ON

## PAST OFFICERS

### 1979 - 1981

Chairman: Frank McKinnon . . . . . Carman, MB  
Past Chairman: Gordon Renwick . . . . . Cambridge, ON  
Vice-Chairman: Clarence (Tubby) Schmalz . . . . . Walkerton, ON  
Chairman, Sr. Int. & Adult: Ron Wallace . . . . . Saskatoon, SK  
Chairman, Junior: Roland Mercier . . . . . Québec, QC  
Chairman, Minor: Brian Wakelin . . . . . St. John's, NL  
Vice-Chairman at Large: Ron Chalmers . . . . . The Pas, MB  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis . . . . . Ottawa, ON

### 1981 - 1982

Chairman: Clarence (Tubby) Schmalz (Died in office) . . . . . Walkerton, ON  
Chairman: Frank McKinnon . . . . . Carman, MB  
Vice Chairman: Roland Mercier . . . . . Québec, QC  
Chairman, Sr.Int. & Adult: Claude MacKinnon . . . . . Saint John, NB  
Chairman, Junior: Ed O'Doherty . . . . . Arvida, QC  
Chairman, Minor: Brian Wakelin . . . . . St. John's, NL  
Chairman, Finance: Clair Sudsbury . . . . . Summerside, PE  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis . . . . . Ottawa, ON

### 1982 - 1984

Chairman: Roland Mercier . . . . . Québec, QC  
Past Chairman: Frank McKinnon . . . . . Carman, MB  
Vice Chairman: Larry Bellisle . . . . . Penetang, ON  
Chairman, Sr.Int. & Adult: Doug McKenzie . . . . . Edmonton, AB  
Chairman, Junior: Ed O'Doherty . . . . . Jonquière, QC  
Chairman, Minor: Brian Wakelin . . . . . St. John's, NL  
Chairman, Finance: Clair Sudsbury . . . . . Summerside, PE  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis . . . . . Ottawa, ON

### 1984 - 1985

Chairman: Roland Mercier . . . . . Québec, QC  
Past Chairman: Frank McKinnon . . . . . Carman, MB  
Vice-Chairman: Brian Wakelin . . . . . St. John's, NL  
Chairman, Senior: Doug McKenzie . . . . . Edmonton, AB  
Chairman, Junior: Ed O'Doherty . . . . . Jonquière, QC  
Chairman, Minor: Jim Kinkley . . . . . Toronto, ON  
Chairman, Finance: Clair Sudsbury . . . . . Summerside, PE  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis . . . . . Ottawa, ON

### 1985 - 1987

Chairman: Brian Wakelin . . . . . St. John's, NL  
Past Chairman: Roland Mercier . . . . . Québec, QC



## PAST OFFICERS

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Vice-Chairman: Clair Sudsbury . . . . . Summerside, PE  
Chairman, Senior: Art O'Bryan . . . . . Nelson, BC  
Chairman, Junior: Ed O'Doherty . . . . . Jonquière, QC  
Chairman, Minor: Jim Kinkley . . . . . Etobicoke, ON  
Chairman, Finance: Frank Libera . . . . . Richmond, ON  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis . . . . . Ottawa, ON

### 1987 - 1989

Chairman: Clair Sudsbury . . . . . Summerside, PE  
Past Chairman: Brian Wakelin . . . . . St. John's, NL  
Vice-Chairman: Ed O'Doherty . . . . . Arvida, QC  
Chairman, Senior: Art O'Bryan . . . . . Nelson, BC  
Chairman, Junior: Howard Stevenson . . . . . Lakefield, ON  
Chairman, Minor: Jim Kinkley . . . . . Etobicoke, ON  
Chairman, Finance: Frank Libera . . . . . Richmond, ON  
President: Murray Costello . . . . . Ottawa, ON  
Executive Director: Hal Lewis . . . . . Ottawa, ON

### 1989 - 1990

Chairman: Ed O'Doherty . . . . . Arvida, QC  
Past Chairman: Clair Sudsbury . . . . . Summerside, PE  
Vice-Chairman: Frank Libera . . . . . Richmond, ON  
Chairman, Senior: Art O'Bryan . . . . . Nelson, BC  
Chairman, Junior: Howard Stevenson . . . . . Lakefield, ON  
Chairman, Minor: Joe Richard . . . . . Rothesay, NB  
Chairman, Finance: Jim Kinkley . . . . . Etobicoke, ON  
President: Murray Costello . . . . . Ottawa, ON

### 1990 - 1991

Chairman: Ed O'Doherty . . . . . Arvida, QC  
Past Chairman: Clair Sudsbury . . . . . Summerside, PEI  
Executive Vice-Chairman: Frank Libera . . . . . Richmond, ON  
Vice-Chairman at-Large: Jim Kinkley . . . . . Etobicoke, ON  
Vice-Chairman at-Large: Art O'Bryan . . . . . Nelson, BC  
Vice-Chairman at-Large: Dr. Bill MacGillivray . . . . . Fredericton, NB  
Vice-Chairman at-Large: Joe Richard . . . . . Rothesay, NB  
President: Murray Costello . . . . . Ottawa, ON

### 1991 - 1993

Chairman: Frank Libera . . . . . Richmond, ON  
Past Chairman: Ed O'Doherty . . . . . Arvida, QC  
Executive Vice-Chairman: Dr. Bill MacGillivray . . . . . Fredericton, NB  
Vice-Chairman at-Large: Frank Lento . . . . . Fernie, BC  
Vice-Chairman at-Large: Joe Richard . . . . . Saint John, NB  
Vice-Chairman at-Large: Bob MacKinnon . . . . . Oakville, ON  
Vice-Chairman at-Large: Cecil Taylor . . . . . Charlottetown, PE  
President: Murray Costello . . . . . Ottawa, ON

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## PAST OFFICERS

### 1993 - 1994

Chairman: Dr. Bill MacGillivray . . . . .Fredericton, NB  
Past Chairman: Frank Libera . . . . . Richmond, ON  
Executive Vice-Chairman: Joe Richard . . . . . Saint John, NB  
Vice-Chairman at-Large: Frank Lento . . . . .Ferne, BC  
Vice-Chairman at-Large: Bob MacKinnon. . . . . Oakville, ON  
Vice-Chairman at-Large: Cecil Taylor . . . . . Charlottetown, PE  
Vice-Chairman at-Large: Réal Cyr . . . . . Boucherville, QC  
President: Murray Costello . . . . .Ottawa, ON

### 1994 - 1995

Chairman: Dr. Bill MacGillivray . . . . .Fredericton, NB  
Past Chairman: Frank Libera . . . . . Richmond, ON  
Executive Vice-Chairman: Frank Lento . . . . .Ferne, BC  
Vice-Chairman at-Large: Bob MacKinnon. . . . . Oakville, ON  
Vice-Chairman at-Large: Joe Richard . . . . . Saint John, NB  
Vice-Chairman at-Large: Cecil Taylor . . . . . Charlottetown, PE  
Vice-Chairman at-Large: Real Cyr . . . . . St-Leonard, QC  
Vice-Chairman at-Large: Don Butorac . . . . . Oakville, ON  
Vice-Chairman at-Large: Michel Lagace. . . . .Montreal, QC  
President: Murray Costello . . . . .Ottawa, ON

### 1995 - 1996

Chairman: Frank Lento . . . . .Ferne, BC  
Past Chairman: Dr. Bill MacGillivray . . . . .Fredericton, NB  
Executive Vice-Chairman: Bob MacKinnon. . . . . Oakville, ON  
Vice-Chairman at-Large: Joe Richard . . . . . Saint John, NB  
Vice-Chairman at-Large: Cecil Taylor . . . . . Charlottetown, PE  
Vice-Chairman at-Large: Allan Matthews . . . . .Williams Lake, BC  
Vice-Chairman at-Large: Wayne Russell . . . . . St. John's, NL  
Vice-Chairman at-Large: Michel Lagace. . . . .Montreal, QC  
Vice-Chairman at-Large: Ian MacDonald . . . . . North York, ON  
President: Murray Costello . . . . .Ottawa, ON

### 1996 - 1997

Chairman: Frank Lento . . . . .Ferne, BC  
Past Chairman: Dr. Bill MacGillivray. . . . .Fredericton, NB  
Executive Vice-Chairman: Bob MacKinnon . . . . . Oakville, ON  
Vice-Chairman at-Large: Sheldon Lanchbery . . . . .Deloraine, MB  
Vice-Chairman at-Large: Don Butorac . . . . . Oakville, ON  
Vice-Chairman at-Large: Allan Matthews . . . . .Williams Lake, BC  
Vice-Chairman at-Large: Wayne Russell . . . . . St. John's, NL  
Vice-Chairman at-Large: Michel Lagace. . . . .Montreal, QC  
Vice-Chairman at-Large: Don Brown . . . . .Kanata, ON  
President: Murray Costello . . . . .Ottawa, ON

## PAST OFFICERS

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### 1997 - 1998

Chairman: Bob MacKinnon . . . . . Oakville, ON  
Past Chairman: Frank Lento . . . . . Fernie, BC  
Executive Vice-Chairman: Wayne Russell . . . . . St. John's, NL  
Vice-Chairman at-Large: Sheldon Lanchbery . . . . . Delorane, MB  
Vice-Chairman at-Large: Don Butorac . . . . . Oakville, ON  
Vice-Chairman at-Large: Allan Matthews . . . . . Williams Lake, BC  
Vice-Chairman at-Large: Don Brown . . . . . Kanata, ON  
President: Murray Costello . . . . . Ottawa, ON

### 1998 - 1999

Chairman: Bob MacKinnon . . . . . Oakville, ON  
Past Chairman: Frank Lento . . . . . Fernie, BC  
Executive Vice-Chairman: Wayne Russell . . . . . St. John's, NL  
Vice-Chairman at-Large: Sheldon Lanchbery . . . . . Deloraine, MB  
Vice-Chairman at-Large: Allan Matthews . . . . . Williams Lake, BC  
Vice-Chairman at-Large: Don Brown . . . . . Kanata, ON  
Vice-Chairman at-Large: Jed Ritcey . . . . . Halifax, NS  
President: Bob Nicholson . . . . . Calgary, AB

### 1999 - 2001

Chairman: Wayne Russell . . . . . St. John's NL  
Past Chairman: Bob MacKinnon . . . . . Oakville, ON  
Executive Vice-Chairman: Sheldon Lanchbery . . . . . Deloraine, MB  
Vice-Chairman at-Large: Allan Matthews . . . . . Williams Lake, BC  
Vice-Chairman at-Large: Don Brown . . . . . Kanata, ON  
Vice-Chairman at-Large: Jed Ritcey . . . . . Truro, NS  
Vice-Chairman at-Large: René Marcil . . . . . St-Louis-de-France, QC  
President: Bob Nicholson . . . . . Calgary, AB

### 2001-2003

Chairman: Sheldon Lanchbery . . . . . Deloraine, MB  
Past Chairman: Wayne Russell . . . . . St. John's NL  
Executive Vice-Chairman: Allan Matthews . . . . . Williams Lake, BC  
Vice-Chairman at-Large: Jed Ritcey . . . . . Truro, NS  
Vice-Chairman at-Large: René Marcil . . . . . St-Louis-de-France, QC  
Vice-Chairman at-Large: Al Morris . . . . . Warton, ON  
Vice-Chairman at-Large: Ken Corbett . . . . . Carleton Place, ON  
Vice-Chairman at-Large: Marcel Redekop . . . . . Herbert, SK  
President: Bob Nicholson . . . . . Calgary, AB

### 2003-2005

Chairman: Allan Matthews . . . . . Williams Lake, BC  
Past Chairman: Sheldon Lanchbery . . . . . Deloraine, MB  
Executive Vice-Chairman: René Marcil . . . . . St-Louis-de-France, QC  
Vice-Chairman at-Large: Al Morris . . . . . Warton, ON  
Vice-Chairman at-Large: Ken Corbett . . . . . Carleton Place, ON

## PAST OFFICERS

Vice-Chairman at-Large: Marcel Redekop . . . . . Herbert, SK  
Vice-Chairman at-Large: Mike Bruni . . . . . Calgary, AB  
Vice-Chairman at-Large: Jim Hornell . . . . . Grand Falls-Windsor, NL  
President: Bob Nicholson . . . . . Calgary, AB

### 2005-2007

Chairman: René Marcil . . . . . Trois-Rivières, QC  
Past Chairman: Allan Matthews . . . . . Williams Lake, BC  
Executive Vice-Chairman: Al Morris . . . . . Wiarton, ON  
Vice-Chairman at-Large: Marcel Redekop . . . . . Herbert, SK  
Vice-Chairman at-Large: Ken Corbett . . . . . Carleton Place, ON  
Vice-Chairman at-Large: Mike Bruni . . . . . Calgary, AB  
Vice-Chairman at-Large: Jim Hornell . . . . . Grand Falls-Windsor, NL  
Vice-Chairman at-Large: Claude Allain . . . . . Gatineau, QC  
President: Bob Nicholson . . . . . Calgary, AB

### 2007-2009

Chairman: Al Morris (died in office) . . . . . Wiarton, ON  
Past Chairman: René Marcil . . . . . Trois-Rivières, QC  
Executive Vice-Chairman: Ken Corbett . . . . . Carleton Place, ON  
Vice-Chairman at-Large: Marcel Redekop . . . . . Herbert, SK  
Vice-Chairman at-Large: Mike Bruni . . . . . Calgary, AB  
Vice-Chairman at-Large: Jim Hornell . . . . . Grand Falls-Windsor, NL  
Vice-Chairman at-Large: Claude Allain . . . . . Gatineau, QC  
Vice-Chairman at-Large: Ed Pupich . . . . . Schumacher, ON  
President: Bob Nicholson . . . . . Calgary, AB

### 2009-2011

Chairman: Ken Corbett . . . . . Carleton Place, ON  
Past Chairman: René Marcil . . . . . Trois-Rivières, QC  
Executive Vice-Chairman: Mike Bruni . . . . . Calgary, AB  
Vice-Chairman at-Large: Claude Allain . . . . . Gatineau, QC  
Vice-Chairman at-Large: Jim Hornell . . . . . Grand Falls-Windsor, NL  
Vice-Chairman at-Large: Terry Ledingham . . . . . Bon Accord, AB  
Vice-Chairman at-Large: Ed Pupich . . . . . Schumacher, ON  
Vice-Chairman at-Large: Marcel Redekop . . . . . Herbert, SK  
President: Bob Nicholson . . . . . Calgary, AB

### 2011-2013

Chairman: Mike Bruni . . . . . Calgary, AB  
Past Chairman: Ken Corbett . . . . . Carleton Place, ON  
Executive Vice-Chairman: Jim Hornell . . . . . Grand Falls-Windsor, NL  
Vice-Chairman at-Large: Claude Allain . . . . . Gatineau, QC  
Vice-Chairman at-Large: Ed Pupich . . . . . Schumacher, ON  
Vice-Chairman at-Large: Michael Brind'Amour . . . . . St-Charles-Borronée, QC  
Vice-Chairman at-Large: Joe Drago . . . . . Sudbury, ON  
Vice-Chairman at-Large: Terry Ledingham . . . . . Bon Accord, AB  
President: Bob Nicholson . . . . . Calgary, AB

**TROPHIES OF HOCKEY CANADA**

**ACTIVE TROPHIES**

Allan Cup – National Senior AAA Championship

Doug Mackenzie Cup – Pacific Region Senior AAA Championship

Don Rathgaber Cup – West Region Senior AAA Championship

Gordon Renwick Cup – Central Region Senior AAA Championship

Memorial Cup – National Major Junior Championship

Ed Chynoweth Cup – Western Canada Major Junior Championship

J. Ross Robertson Cup – Ontario Major Junior Championship

President's Cup – Quebec/Atlantic Canada Major Junior Championship

RBC Cup – National Junior A Championship

Doyle Cup – Pacific Region Junior A Championship

ANAVET Cup – West Region Junior A Championship

Dudley Hewitt Cup – Central Region Junior A Championship

Fred Page Cup – East Region Junior A Championship

Keystone Cup – Western Canada Junior B Championship

Sutherland Cup – Ontario Junior B Championship

D. Arnold Carson Memorial Trophy – Ottawa District Junior B Championship

Coupe Dodge – Quebec Junior AA Championship

Don Johnson Memorial Cup – Atlantic Canada Junior B Championship

TELUS Cup – National Midget Championship

Eso Cup – National Female Midget Championship

Irving Oil Challenge Cup – Atlantic Canada Bantam Championship

Western Canada Bantam Championship

Ontario Bantam Championship

Ontario Pee wee Championship

Western Shield – Western Canada Female Senior A Championship

Clarkson Cup – National Women's Championship

### RETIRED TROPHIES

- Patton Cup – Western Canada Senior AAA Championship
- G.P. Bolton Memorial Trophy – Eastern Canada Senior AAA Championship
- W.G. Hardy Cup – National Senior AA Championship
- Edmonton Journal Trophy – Western Canada Senior AA Championship
- Colonel J. Bourque Cup – Eastern Canada Senior AA Championship
- Manitoba Centennial Cup – National Junior A Championship
- Abbott Memorial Cup – Western Canada Junior A Championship
- Hewitt-Dudley Memorial Trophy – Eastern Canada Junior A Championship
- Callaghan Cup – Atlantic Canada Junior A Championship
- George T. Richardson Memorial Trophy – Eastern Canada Major Junior Championship
- Air Canada Cup – National Midget Championship
- Abby Hoffman Cup – National Women's Championship

### ALEXANDER CUP

In the Season 1950-51 the Association established the Major Series. The purpose of this series was to remove from Allan Cup competition those stronger Clubs which for many years had dominated the play in that series and also to meet a request from such Leagues for longer playing time in their own groups. His Excellency Viscount Alexander, Governor General of Canada, was most graciously pleased to donate a trophy for the new Major Series.

The Valleyfield Braves of the Quebec Senior Hockey League were fortunate in being the first Club to have its name inscribed on this trophy. Subsequent winners were: Valleyfield Braves 1951, Quebec Aces 1952, Halifax Atlantics 1953 and 1954. Since 1954 there has been no competition in the Major Series.

### ALLAN CUP

Sir H. Montague Allan donated the Allan Cup; C.V.O. shortly after the Stanley Cup became the championship trophy of the professional hockey Clubs. While the Stanley Cup was an Amateur trophy the proceeds from Cup games went to the competing Teams, but this led to abuses of the principles of Amateurism, owing to Clubs gathering star Players from all parts of the country, regardless of cost, knowing that if they got into a Stanley Cup series their share of the receipts would take care of the extra expenses in building up a championship Team.

Upon the organization of the professional League the senior Player who did not turn pro, retired from the game, which reduced senior Amateur hockey to practically an intermediate basis, which, of course, greatly discouraged those interested in the Amateur game, and it was at this stage that Northey prevailed upon Sir Montague to offer a trophy for the encouragement

## TROPHIES OF HOCKEY CANADA

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of the Amateurs, and to safeguard it with such rules and regulations as to prevent it from ever becoming a menace to the sport it was designed to foster. It was decided to make the Cup a challenge trophy open to any senior Club having won the championship of its League that year. The surplus proceeds after paying the legitimate expenses of the competing Teams to be given to charity.

The Cup was presented to the Victoria Hockey Club of Montreal, and to be defended by the champion of their League that year. The Cliffside of Ottawa was the first Club to defend the Cup as Champions of the League in which the Cup was held. The Queen's University Team of Kingston was the first challenger and was successful in winning the first series of matches for its possession.

From this time on, interest in the Allan Cup became greater each year until the challenges became so numerous that it was impossible for any Team holding the Cup to defend it against all those Clubs sending in challenges.

The trustees then arranged elimination games between Teams from the same territory and also limited the number of times the holders could be called upon to defend the Cup in one Season to three. Even this did not entirely eliminate the difficulties that the trustees had to contend with, and it was quite evident that some other method would have to be adopted in order to give satisfaction.

In 1914, Claude Robinson, who had for some time been acting as Western representative for the trustees, suggested that a governing body be formed. This idea was looked upon with favor by the trustees, and Robinson was asked to communicate with the various Leagues and associations, and arrange for a meeting of representatives to discuss the project. This meeting took place in Ottawa at the close of the annual meeting of the A.A.U. of C. in December 1914, when Robinson outlined his plan, which met with the unanimous support of those present, and Hockey Canada was formed with Branches in the Provinces of Quebec, Ontario, Manitoba, Saskatchewan, Alberta and British Columbia. Dr. W.F. Taylor, of Winnipeg, was its first President.

The "Allan Cup" was accepted as the trophy emblematic of the senior Amateur hockey championship of Canada, under the rules and regulations as enacted by the trustees of the Cup, and in accordance with the Deed of Trust.

The trustees continued to disburse a portion of the surplus funds to charity, but retained an amount each year for the purpose of building up a reserve fund to guard against the possibility of the receipts in some years being insufficient to meet the expenses of the competing Teams.

During the period of the war it was difficult to get representatives from the various Branches to attend meetings of the Association, owing to the heavy cost of sending delegates, and in order to prevent representation by proxy it was agreed between the trustees from each Association that the expenses of one delegate from each Branch be paid out of the Cup funds, and that sufficient money be provided by the trustees to permit of the proper functioning of the Association as a governing body.

## **TROPHIES OF HOCKEY CANADA**

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In 1920 the trustees financed the cost of sending a Canadian Team to compete in the Olympic Games in Antwerp, and again in 1924 the sum of five thousand dollars was given to the Canadian Olympic Committee towards the expenses of the Team that represented Canada at Chamonix.

Hockey Canada has fully justified its existence by becoming one of the largest governing bodies of Amateur sport in Canada, and Claude Robinson, of Winnipeg, is entitled to be known as its founder.

In 1928 the Allan Cup was donated outright to Hockey Canada, the formal acceptance taking place at the Annual Meeting at the Chateau Laurier in Ottawa in March, when a Board of Trustees, consisting of C.A.H.A. members, was appointed for one year; the personnel being S.P. Quilty, Ottawa, ON; A.B. King, Okotoks, AB, and A.E. Gilroy, Portage la Prairie, MB. A vote of thanks was tendered to Sir Montague Allan for his generosity, and to Wm. Northey, of Montreal, and his co-workers on the Trustee Board on their retirement after many years of splendid service in the interest of Amateur hockey.

At the Association Annual Meeting in Winnipeg in 1984 the classification of Teams competing for the Allan Cup was changed to Senior AAA.

### **PATTON CUP (Retired)**

This trophy was awarded for the championship of Senior hockey in Western Canada and was first competed for in 1925. It was presented by T.B. Patton.

### **G. P. Bolton Memorial Trophy (Retired)**

In 1938 the Maritime Amateur Hockey Association provided this trophy to be emblematic of the Eastern Canada Senior Championship. The trophy is in memory of the late G.P. Bolton of Sussex, New Brunswick, one of the founders and the first president of the Maritime Amateur Hockey Association.

### **O.H.A. MEMORIAL CUP**

The O.H.A. Memorial Cup was presented to Hockey Canada in March 1919 for the Canadian Championship of Junior Teams in national competition in memory of the many Canadian hockey Players who had made the supreme sacrifice for their country in the First Great War, 1914-1918.

Junior hockey was in its infancy across Canada at this time, but the presentation of the trophy for national competition provided the spark that was required to make it a very live issue throughout the Dominion.

The Ontario Hockey Association (O.H.A.) assumed the financial responsibility for the national Junior series in the first two years of operation. University of Toronto, O.H.A. champions won the first series in 1919. The Toronto students first defeated the Melville Team of Montreal, and then won from the Regina Pats Team, Abbot Cup winners in a two-game series at the Mutual Street Arena in Toronto, to take the first national championship. In 1920, the O.H.A. champions, the



## **TROPHIES OF HOCKEY CANADA**

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Toronto Canoe Club Team, became the winners, defeating Loyola College of Quebec, Selkirks of Manitoba and Fort William Beavers of Thunder Bay in that order. First victory for Western Canada was in 1921 when the Winnipeg Falcons defeated Regina Victoria's, Fort William Rangers and then Stratford Midgets in the two game total goal final at Toronto by eleven goals to nine. That victory established the series as a national championship and it has been one of the great annual hockey fixtures ever since.

However at the Association's Annual Meeting in 1970, Junior "A" hockey was divided into two classifications, namely Major Junior and Junior "A". The OHA, QJHL and WCJHL were placed in the Major Junior Category leading to the Memorial Cup and all other Junior Teams across the country who were previously entered in Memorial Cup playdowns were placed in the Junior "A" Category and played off for a new national trophy presented by the MB AHA. In completing this re-classification of Junior hockey for the 1970-71 Season, new trophies were accepted by the Association and other trophies re-assigned as follows:

- Canadian Major Junior Championship - OHA Memorial Cup.
- Eastern Canada Major Junior Championship - George T. Richardson Memorial Trophy.
- Western Canada Major Junior Championship - Monseigneur Athol Murray Trophy.
- Canadian Junior "A" Championship - Centennial Trophy (MB).
- Atlantic Canada Junior "A" Championship - Callaghan Cup.
- Central Canada Junior "A" Championship - Dudley-Hewitt Trophy.
- Western Canada Junior "A" Championship - Abbott Memorial Cup.

### **GEORGE T. RICHARDSON MEMORIAL TROPHY**

The George T. Richardson Memorial Trophy was presented to Hockey Canada in April 1932 by James A. Richardson to perpetuate the memory of his brother, who died overseas. It is emblematic of the Eastern Canada Major Junior Championship and is a treasured trophy. Lieut. George T. Richardson was one of the hockey greats of Kingston and his fame endures forever as a great hockey person, as a good citizen and as a soldier, who gave up his life for his country.

### **GENTENNIAL TROPHY (MANITOBA) (Retired)**

The Manitoba Centennial Trophy, dedicated to all who contributed to the growth of Amateur hockey in Manitoba, was presented to the Association by the Manitoba Amateur Hockey Association to commemorate their centennial year of 1970. The trophy was emblematic of the Junior "A" Championship of Canada and was played for the first time in 1971.

### **CALLAGHAN CUP**

This trophy is dedicated to Pius Callaghan for his outstanding contribution to Amateur hockey in the province of Prince Edward Island. The trophy is emblematic of the Atlantic Canada Junior "A" Championship and was played for the first time in 1981.

### **DUDLEY-HEWITT MEMORIAL TROPHY**

This trophy was put up by the Association in memory of the late George Dudley and W.A. Hewitt, both outstanding contributors to Amateur hockey. The trophy is emblematic of the Central Junior "A" Championship of Canada and was played for the first time in 1971.

### **ABBOTT MEMORIAL CUP (Retired)**

Capt. E.L. (Hick) Abbott was a noted hockey Player in Western Canada. He captained the Regina Victoria's when it won the Junior Championship of Canada in 1913 and 1914. Capt. Abbott died on active service in the war of 1914-1918 and the trophy was presented in his memory in 1919 by the Saskatchewan Amateur Hockey Association and is awarded annually for the championship of Junior "A" Hockey in Western Canada.

### **W.G. HARDY TROPHY (Retired)**

Although Inter-Branch Intermediate competition had taken place for many years, a National Championship, under sponsorship of **Hockey Canada**, did not take place until the spring of 1968. Sept Iles Mineurs, Quebec, became the first National Champions when they defeated Meadow Lake Stampede in a series played at North Battleford, SK.

A new trophy, emblematic of this championship, was presented by a group of North Battleford realtors and the trophy was subsequently accepted by Hockey Canada and named in honour of Dr. W.G. Hardy of Edmonton, Hockey Canada Life Member.

At the Association's Annual Meeting in Winnipeg in 1984, the classification of Teams competing for the "Hardy Trophy" was changed to Senior AA. When Hockey Canada decided to terminate a National Championship at this level of competition, the Hardy Trophy was retired.

### **EDMONTON JOURNAL TROPHY (Retired)**

Upon the establishment of competition between the Western Branches in Intermediate hockey The Journal of Edmonton presented a trophy to be emblematic of the championship of that series and this has done much to stimulate interest in Inter-Branch Intermediate competition in Western Canada, which has been conducted so successfully for many years.

### **COL. J. BOURQUE CUP**

Eastern Canada has not engaged in Inter-Branch Intermediate competition as long as Western Canada but when this competition was commenced a trophy emblematic of the Eastern Canada Intermediate Championship was provided by Colonel J. Bourque.

### **WILLS INTERNATIONAL TROPHY**

International competition has long been provided for and for many years competition has been carried on between Clubs in the United States of America and Canada. In 1922, Hamilton B. Wills of Toronto provided this trophy to be emblematic of international competition between the United States of America and Canada.

## **TROPHIES OF HOCKEY CANADA**

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### **TELUS CUP**

With the introduction of Air Canada as the corporate sponsor of Hockey Canada came the birth of a National Midget Hockey Championship "The Air Canada Cup", which was unveiled at the 1978 CHA Annual General Meeting in Regina, SK.

The first Air Canada Cup National Midget Hockey Championship was held in Winnipeg, MB April 16-22, 1979 with Sainte-Foy, Quebec capturing the title. The Air Canada Cup is now retired and a new trophy, the Telus Cup, has been created, recognizing the new corporate sponsor, Telus. The first Telus Cup was won by the Saskatoon Contacts in Gatineau, Quebec in April 2005.

The Telus Cup, recognized as one of Amateur hockey's most prestigious showcases, each year attracts the top Midget Teams from the thirteen Branches of Hockey Canada.

### **ABBY (ABIGAIL) HOFFMAN TROPHY**

This trophy was introduced in 1982 at the first National Women's Hockey Championship held in Brantford, ON where the Ontario Women's Hockey Association unveiled this trophy to be presented to the gold medalists.

Abby Hoffman is a noted sports figure across Canada, formerly holding the Director General's position for Sport Canada, and played Minor Hockey on a boy's Team until it was discovered she was a female. This story broke and made headlines around the world as Abby aroused the hockey realms attention by displaying that females would like the opportunity to play hockey. In her later years, Abby assisted Hockey Canada and the Branches in implementing a national women's hockey championship. As a result, it was the birth of the annual Senior "A" women's hockey championship, with representation from each province vying to win this prestigious trophy.

The inaugural winner of this trophy was the Agincourt Canadians from Ontario.

### **FRED PAGE CUP**

The Fred Page Cup was presented to Hockey Canada in 1995 by the Quebec Provincial Junior A Hockey League in recognition of the long time commitment which had been made by Fred Page to Amateur hockey and particularly Junior hockey in Canada at both the Provincial level (British Columbia) and nationally. Fred Page was also a past President of the Canadian Amateur Hockey Association and was a long time life member (deceased) of this organization. It was won by the National de Joliette in 1995 and in 1996 was won by the Moncton Gagnon Beavers. The Fred Page Cup is emblematic of Junior A hockey supremacy in Eastern Canada.

### **RBC CUP**

The acquisition of RBC Financial Group as a major corporate sponsor of Hockey Canada saw the creation of the RBC Cup, which is presented annually to the Team winning the National Junior A Championship of Canada. The RBC Cup was first played for in 1996 and was won by the Vernon Vipers of the BCAHA.

## **TROPHIES OF HOCKEY CANADA**

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### **CLARKSON CUP**

The Clarkson Cup is awarded to the winner of the National Women's Hockey Championship. Like the Stanley Cup, it was created by and named for a Governor General of Canada, in this case, the Right Honorable Adrienne Clarkson. Though initially awarded in 2006 to the Canadian national women's hockey Team, it was intended to be awarded to the top women's Club in Canada. It was awarded to the women's national champion Team for the first time in 2009. In the interim, the Abby Hoffman Cup was presented both to the top women's senior hockey Team and the top women's Club Team in Canada.

### **ESSO CUP**

The newest of Canada's national championships, the Esso Cup was created in 2009 to recognize the national female Midget champions. The Tournament follows a format identical to the TELUS Cup, the national championship for boys' Midget hockey, with five Regional champions (Pacific, West, Ontario, Quebec and Atlantic) along with a host Team. Esso has long been a supporter of women's hockey and of Hockey Canada, dating back to its long-time involvement with the now-defunct Esso Women's Nationals.

## MINIMUM SUSPENSION CHART

# Hockey Canada Senior Minimum Suspension Chart

The following minimum suspensions are not to be reduced; Branches, Association and Leagues may strengthen any of the listed offenses at their discretion.

<b>FIGHTING RULE 6.7</b>		<b>SANCTION</b>
	Any player who engages in his 3 <sup>rd</sup> fight in a season.	1 Game
	Any player who engages in his 4 <sup>th</sup> fight in a season.	2 Games
	Any player who engages in his 5 <sup>th</sup> fight in a season.	3 Games
	Any player who engages in his 6 <sup>th</sup> fight in a season.	Indefinite suspension
	Third (3 <sup>rd</sup> ) man in a fight (Rule 6.7 (c))	1 Game
	Any player receiving a fighting major penalty, which is a result of a second or subsequent fight during the same stoppage of play.	1 Game
<b>REMOVING HELMET</b>		
	Any player who removes his chinstrap before or during a fight.	1 Game
	If a player removes his helmet and releases his chinstrap to fight and the opposing player doesn't, the former will be assessed an additional two-minute minor penalty.	1 Game
	Any player who removes an opponent's helmet or releases an opponent's chinstrap before or during a fight.	1 Game
<b>LEAVING THE BENCH RULE 9.5</b>		<b>SANCTION</b>
	Any player identified as the first to leave the players' bench during a fight. (Rule 9.5 (b))	2 games
	Any player identified as the first to leave the penalty bench during a fight. (Rule 9.5 (b&d))	3 games
	The Coach of a team whose player is penalized under the above two points.	2 games plus a \$2000 fine during Hockey Canada regional and national championships, with Branches to set the value of the fine for provincial play.

## MINIMUM SUSPENSION CHART

	The Coach whose player left the player bench but is not identified as the first to leave the players or penalty bench during an on ice altercation. (Rule 9.5 (c) )	1 game plus a \$1000 fine during Hockey Canada regional and national championships, with Branches to set the value of the fine for provincial play.
	Any player identified as being the first to leave the players bench to start a fight.	3 Games
	Any player identified as being the first to leave the penalty bench to start a fight.	4 Games

<b>INSTIGATOR OR AGGRESSOR</b>		
	1 <sup>st</sup> Offense	Game Misconduct
	2 <sup>nd</sup> Offense	1 Game
	3 <sup>rd</sup> Offense	3 Games
	The coach of a team whose player is penalized for a third offence of Instigator or Aggressor	3 Games
<b>PRE-GAME/POST – GAME ALTERCATIONS</b>		
	Any player involved in pre-game or post-game altercations where Majors and Game Misconducts are assessed (max 5 per team)	1 Game
	Coach of a team whose players are so penalized	3 Games plus a \$2000 fine during Hockey Canada regional and national championships, with Branches to set the value of the fine for provincial play.
	Any team involved in a pre-game or post-game game brawl	Fine to be determined during Hockey Canada regional and national championships, with Branches to set the value of the fine for provincial play.

## MINIMUM SUSPENSION CHART

MATCH PENALTIES	SANCTION
Butt-ending (when a Match penalty is assessed)	2 Games
Deliberate Attempt to Injure	2 Games
Deliberate Injury	Indefinite Suspension
Grabbing the Facemask (when a Match penalty is assessed)	2 Games
Hair Pulling (when a Match penalty is assessed)	2 Games
Head Butting	2 Games
Molesting Officials	Indefinite Suspension
Spearing (when a Match penalty is assessed)	2 Games
Spitting at an opponent, team official or game official	2 games
Gross Misconduct	1 Game
Game Misconduct - Verbal Abuse of Official (Rule 9.2)	1 Game
Checking From Behind when a Major Penalty and Game Misconduct is assessed	1 Game
Checking from Behind when a Match penalty is assessed	2 Games
Checking to the Head When a Major Penalty and Game Misconduct is assessed	1 Game
Checking to the Head when a Match penalty is assessed	2 Games

## Hockey Canada Minor/Female Hockey Minimum Suspension Chart

The following minimum suspensions are not to be reduced; Branches, Association and Leagues may strengthen any of the listed offenses at their discretion.

<b>FIGHTING RULE 6.7</b>	<b>SANCTION</b>
Any player who engages in his 1 <sup>st</sup> fight in a season.	Game Misconduct plus 1 Game
Any player who engages in their 1 <sup>st</sup> fight in a season which occurs within the last 10 minutes of regular time or any time in overtime, or at the conclusion of the game.	Game Misconduct plus 2 Games
Any player who engages in his 2 <sup>nd</sup> fight in a season.	Game Misconduct plus 2 Games
Any player who engages in his 2 <sup>nd</sup> fight in a season which occurs within the last 10 minutes of regular time or any time in overtime, or at the conclusion of the game.	Game Misconduct plus 3 Games
Any player who engages in his 3 <sup>rd</sup> fight in a season.	Indefinite suspension
Third (3 <sup>rd</sup> ) man in a fight (Rule 6.7 (c))	2 Games
Any player receiving a fighting major penalty, which is a result of a second or subsequent fight during the same stoppage of play.	2 Games
<b>REMOVING HELMET INFRACTIONS</b>	<b>SANCTION</b>
Any player who removes his chinstrap before or during a fight.	Game Misconduct + 1 Game
If a player removes his helmet and releases his chinstrap to fight and the opposing player doesn't, the former will be assessed an additional two-minute minor penalty.	Game Misconduct + 1 Game
Any player who removes an opponent's helmet or releases the opponent's chinstrap before or during a fight.	Game Misconduct + 1 Game
<b>LEAVING THE BENCH RULE 9.5</b>	<b>SANCTION</b>
Any player identified as the first to leave the players' bench during a fight. (Rule 9.5 (b))	2 Games
Any player identified as the first to leave the penalty bench during a fight. (Rule 9.5 (b&d))	3 Games
The Coach of the team whose player is penalized under the above two points.	3 Games
The Coach whose player left the player bench but is not identified as the first to leave the players or penalty bench during an on ice altercation. (Rule 9.5 (c) )	1 Game
Any player identified as being the first to leave the players bench to start a fight.	3 Games



## MINIMUM SUSPENSION CHART

The Coach of the team whose player is penalized under the above two points.	3 Games
Instigator or Aggressor	Recommendation
1 <sup>st</sup> Offense	Game Misconduct
2 <sup>nd</sup> Offense	2 Games
3 <sup>rd</sup> Offense	3 Games
The Coach of a team whose player is penalized for a third offence of Instigator or Aggressor	3 Games
<b>PRE-GAME/POST GAME ALTERCATIONS</b>	<b>SANCTION</b>
Any player involved in pre-game or post-game altercations where Majors and Game Misconducts are assessed	2 Games
Coach of team whose players are so penalized	Indefinite Suspension
Any team involved in a pre-game or post-game brawl	Indefinite Suspension

<b>MATCH PENALTIES</b>	<b>SANCTION</b>
Butt-ending (when a Match penalty is assessed)	3 Games
Deliberate Attempt to Injure	3 Games
Deliberate Injury	Indefinite Suspension
Grabbing the Facemask (when a Match penalty is assessed)	3 Games
Hair Pulling (when a Match penalty is assessed)	3 Games
Head Butting	3 Games
Kicking	3 Games
Molesting Officials	Indefinite Suspension
Spearing (when a Match penalty is assessed)	3 Games
Spitting at an opponent, team official or game official	3 games
Gross Misconduct	2 Games
Game Misconduct - Verbal Abuse of Official (Rule 9.2)	2 Games
Checking From Behind When a Major Penalty and Game Misconduct is assessed	1 Game
Checking From Behind When a Match Penalty is assessed	4 Games
Checking to the Head When a Major Penalty and Game Misconduct is assessed	1 Game
Checking to the Head When a Match Penalty is assessed	4 Games







C

A

N

A

D

A



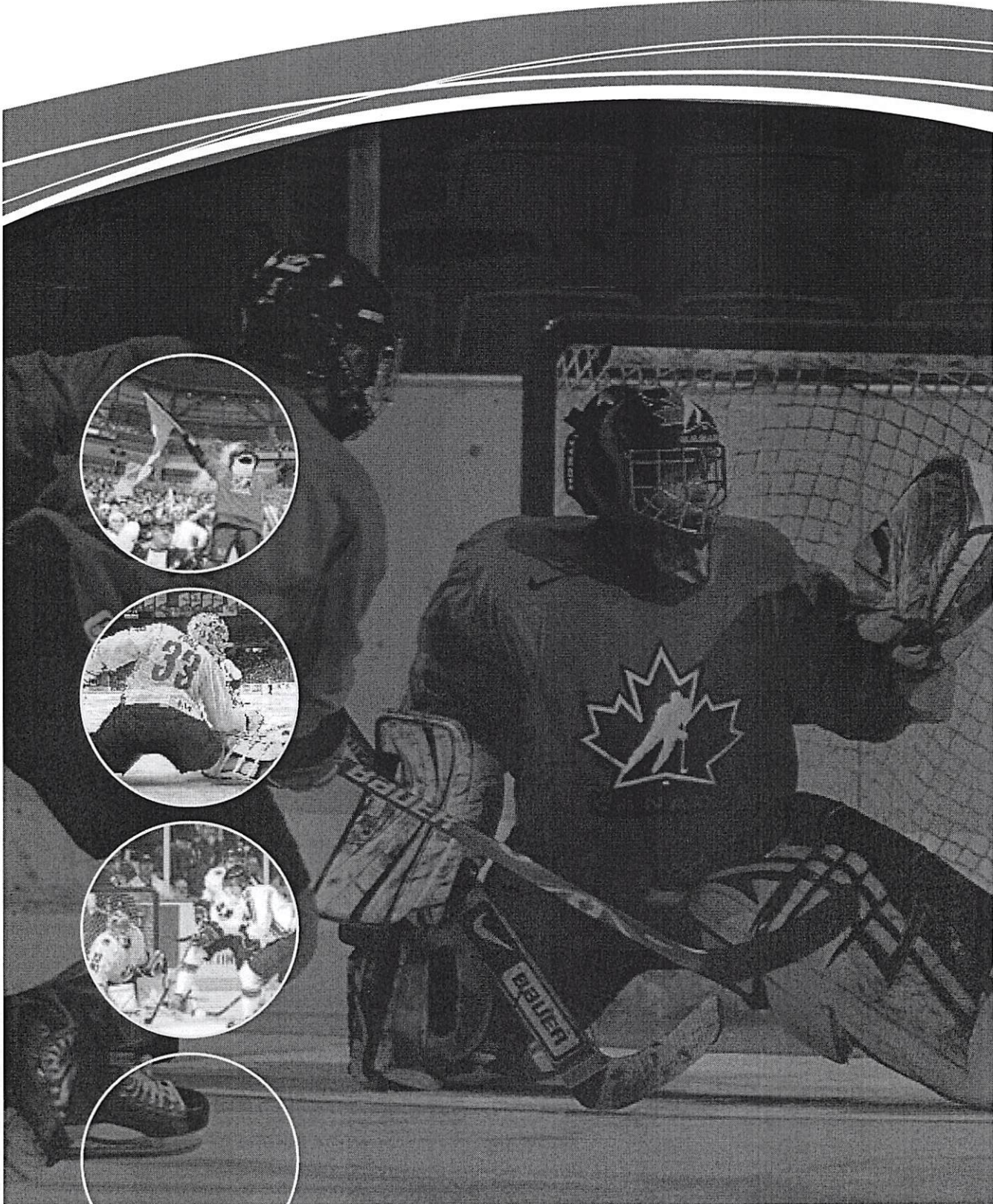
1914 2014 CANADA



# CANADIAN DEVELOPMENT MODEL

Parent Information Handbook

This is Exhibit "E" referred to in the affidavit of Brendan O'Grady sworn before me, this 15<sup>th</sup> day of June, 2016  
*[Signature]*  
A commissioner for taking affidavits





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 Fax: (204) 925-5761



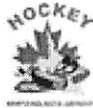
**OTTAWA DISTRICT HOCKEY ASSOCIATION**  
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**HOCKEY PRINCE EDWARD ISLAND**  
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 Tel: (902) 368-4334  
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**HOCKEY NEW BRUNSWICK**  
 861 Woodstock Road  
 P.O. Box 456  
 Fredericton, NB E3B 4Z9  
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**HOCKEY NORTH**  
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 P.O. Box 1000, Station M  
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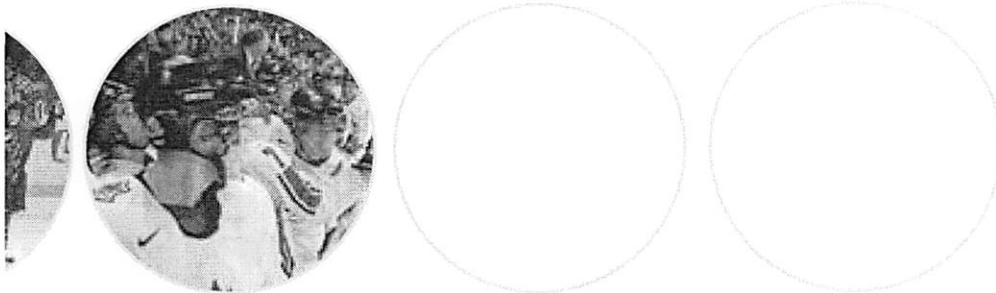
Hockey Canada gratefully acknowledges the contributions of Flames Project 75 in supporting the Canadian Development Model initiatives.

## I. Introduction

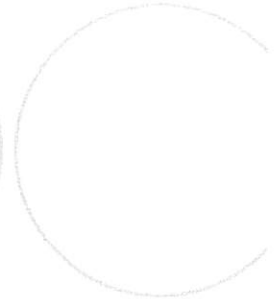
When young boys and girls start playing hockey at a very young age within various sport organizations, they are in pursuit of an experience that is both fun and rewarding. As they grow older and move up in competitive levels, the game should still be fun. Wading through the many aspects concerning what is best for the player, however, can become more complicated. The following information about the process can offer quite a challenge for players and their parents as they try to navigate through the many obstacles attempting to find answers to questions before making critical decisions.

The critical “decision points” for parents and the player usually occur when Junior level scouts, coaches, and team administrators begin taking special interest in players as early as the Pee Wee (12 years old) and Bantam (13 and 14 years old) levels of hockey. Being invited to play for teams at the elite Bantam, Midget, and Junior levels, may mean the player will move to another community, live with another family, and transfer to a different school. In some cases, a player may be presented with the opportunity to move out of province or even to the United States.

This parent handbook has been developed by Hockey Canada with the goal of providing young players and their parents with information required to make these decisions and to insure that the choices being made are in the best interest of the athlete. This handbook serves as an introduction to what the Canadian hockey system offers young hockey players. For more detailed information on leagues and teams and the various programs and opportunities, you are encouraged to visit the Hockey Canada website area dedicated to the Canadian Development Model at [www.hockeycanada.ca](http://www.hockeycanada.ca)







## What we do know about hockey in Canada

- Hockey is an integral part of Canadian culture
- The great passion among a vast majority of Canadians - young and old - is to participate in the game as a player, coach, official, or administrator at all levels
- The evolution of the hockey development system in Canada has been unique compared to most sports developmental systems in North America. Consequently, for over 70 years, a hockey infrastructure has evolved in Canada on a community, district, and national level to meet the needs of all young athletes - male and female
- Through the 1970's, a more formalized structure relative to the organization of leagues, player categories, and coaching certification evolved under the direction of Hockey Canada and its predecessor, the Canadian Hockey Association
- Leadership by Canadian hockey governing bodies, along with provincial and federal government sports leaders, has resulted in the infusion of considerable funds to enhance growth, appropriate monitoring, consistent regulations, rules and control across the country

## II. Hockey Canada – The Governing Body for Amateur Hockey in Canada

- All amateur hockey in Canada falls under the auspices of Hockey Canada. The organization is headquartered in Calgary, Alberta at the Father David Bauer Arena. It is here that Canada's National Men's and Women's programs along with administrators, development, communications, and event staff are situated
- Hockey Canada (HC) is the sole governing body for amateur hockey in Canada and is the organization that operates national hockey programs in cooperation with its many branch associations, the Canadian Hockey League (CHL), Canadian Interuniversity Sport (CIS), and the Canadian College Athletics Association (CCAA)
- The origin of hockey in Canada has never been established definitively. Claims have been made on behalf of many localities, notably Montreal, Halifax and Kingston and the controversy will no doubt go on as long as the sport continues

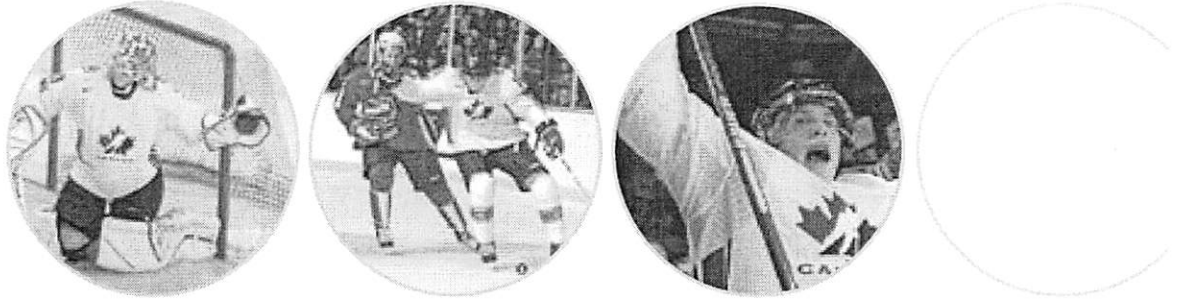
The first organization dealing with the administration and development of the sport was the Ontario Hockey Association which was organized on the 27th of November, 1890

Over the years in other parts of Canada, more organizations came into existence and, on December 4th, 1914, the first meeting of a national body known as the Canadian Amateur Hockey Association, was held at the Chateau Laurier in Ottawa. While it was fitting that the first meeting should be held in Canada's capital city, the impetus for the organization was provided by a group of men in Winnipeg - a Western city which has had such a notable connection with the sport

The Canadian Amateur Hockey Association became the Canadian Hockey Association in 1994 when the CAHA merged with Hockey Canada. In 2003, the organization became formally known as Hockey Canada

- The structure of Hockey Canada consists of 13 member Branches that each administers Hockey Canada programming in their jurisdiction. Direct jurisdiction of amateur hockey, however, does not extend to the Canadian Hockey League, Canadian Interuniversity Sports, and the Canadian College Athletic Association. These organizations are referred to as Affiliate members of Hockey Canada and enjoy many of the privileges of membership. These three groups have a formal structure in place that governs their activities within their specific leagues and conferences while maintaining a close working relationship with Hockey Canada





### III. The Canadian Development Model

#### a) Objectives of the Canadian Development Model

- To create an improved, more uniform system to assist in the progression and development of Canadian players within the Canadian club system
- To keep the top amateur players in the Canadian system by providing a program that meets their hockey and educational needs within Canada
- To ensure that club systems are designed to compliment, not compete with one another
- To develop a Club System that allows a player to advance at an appropriate pace which is in the best interest of that player's individual development






#### b) Keeping the Best Players in the Canadian System

- Canada has long been a nation renowned for producing elite hockey talent and has been the leading producer of NHL caliber players for decades
- Not only is Canada home to the best hockey development system in the world, but it affords excellent educational opportunities without compromising academic objectives
- For this reason, it is in the best interest of Canada's young elite players to pursue their entire amateur hockey careers in this country
- By staying within the Canadian Hockey Development system, young players have the best opportunity not only to extend their hockey skills to the elite level necessary to advance to a professional league, but also to succeed in their scholastic pursuits
- Hockey leaders understand the importance of linking elite hockey development with a focused educational program that encourages players to give appropriate attention to moving through high school, graduating on time, and securing the necessary credentials to enter a post secondary program in university or technical school
- To encourage this approach, hockey constituents from across the country spanning Midget age programs through Major Junior hockey have worked to develop the Canadian Development Model that facilitates this seamless process

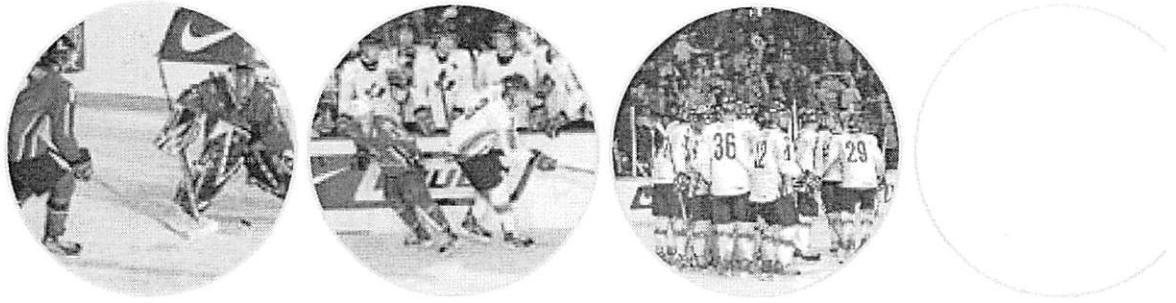
- The Canadian Hockey League (CHL) produces more NHL players than any other development league in the world while also serving as the leading provider of post secondary scholarships in Canada

The CHL experience is much more than hockey. Players in the CHL have a unique opportunity to develop crucial life skills. Teams in the three CHL member leagues are dedicated to producing not only top quality hockey players, but also highly successful people. At the CHL level, a player can enjoy the game at the highest level in the Canadian system without compromising education objectives.

Table 1: Progression of Players Through Development Stages

Age 21 & Over	 <b>Professional Hockey</b>
	 <b>Canadian University/College Hockey/ Canadian College Athletics Association</b>
	 <b>Senior Amateur Hockey</b>
Age 16-20	 <b>Canadian Hockey League</b>
	 <b>Canadian Junior 'A' Hockey</b>
	<b>Junior 'B/C/D' Hockey</b>
Age 15-17	<b>Midget 'AAA' (Minor Hockey)</b>
	<b>Midget 'AA'/Minor Midget (Minor Hockey)</b>
Age 13-14	<b>Bantam 'AAA'/'AA' (Minor Hockey)</b>





- The underlying principal of the club system is that organizations at all levels compliment, rather than compete with one another, in order to allow players to advance through the developmental process and compete at the highest possible level appropriate to their ability
- Although players are encouraged to play at the highest possible level within the Canadian System, the pace at which players advance will be determined and guided by the player's overall maturation and development
- Players are encouraged to explore all options available to them within the Canadian System at the Major Junior, Junior A, Junior B, and ultimately Canadian University and Canadian College levels
- It is a priority to encourage players to compete at the highest possible level within the system. Players that possess extraordinary skill combined with the necessary physical and mental maturity need to advance to an appropriate level provided the opportunity is available to develop by playing on a regular basis. Teams must agree to exercise patience in setting the pace at which players advance through the system and to act in the best interest of the player's overall development. All levels agree that should a player not be capable of competing in the top level of the Canadian System - the CHL, it may be fitting to keep open all his avenues of opportunity. Should the circumstances not be favorable to the player's best interest, the player and parent/guardian will be counseled on the situation and advised of options on an appropriate career path.
- To structure the system to ensure the top players in Canada remain in Canada and participate in the Canadian Development System. It is our goal to design a structure that meets the needs of all players and increase the number of players who choose each year to participate in the Canadian system. Players maintain the right, however, to consider alternatives outside of the Canadian model.

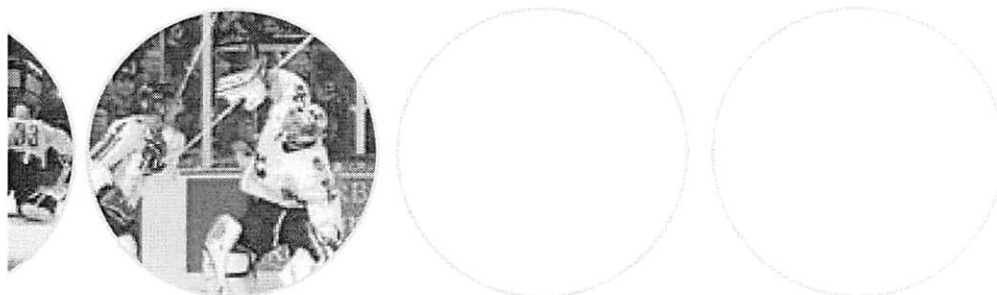
c) Structure within the Canadian Club System

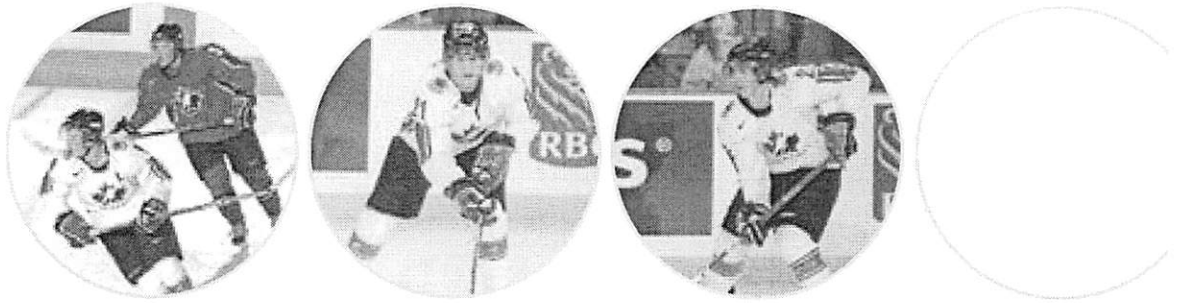
- The following chart outlines the structure of participation within the Canadian Club system:

Table 2: Age Levels within Each Division of Hockey

LEVEL / AGE	13	14	15	16	17	18	19	20
Major Junior				•	•	•	•	•
Junior "A"				•	•	•	•	•
Junior "B"				•	•	•	•	•
Junior "C"/"D"				•	•	•	•	•
Midget "AAA"			•	•	•			
Midget "AA"			•	•	•			
Bantam "AAA"	•	•						

- There are a number of levels of hockey available to young players in the Canadian system whose ages range from 13 years old to 20 years old



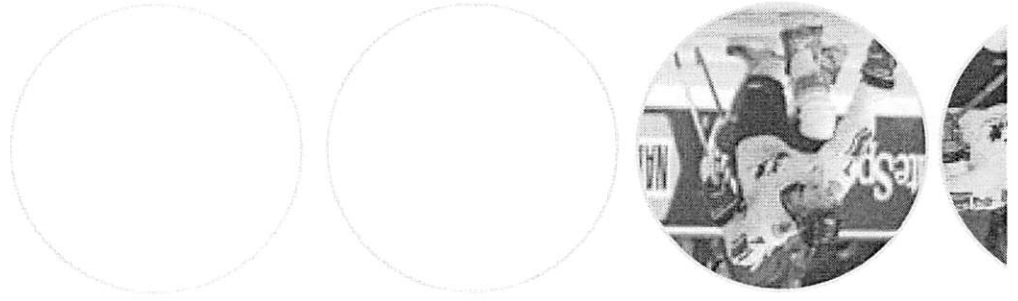


### Major Junior

- Canadian Hockey League comprises 60 franchises in three regional member leagues
  - Western Hockey League (22)
  - Ontario Hockey League (20)
  - Quebec Major Junior Hockey League (18)
- Leaders in developing players for the NHL and other professional leagues
- CHL players maintain eligibility to play within the Canadian University and College Systems
- Provide full academic scholarships for players who do not advance to top professional levels
- League championship teams qualify for the Memorial Cup (the CHL Championship)
- Leading supplier of players, coaches and officials representing Canada at the annual World Junior Championships, World Under 18 Championships, and World Under 17 Hockey Challenge

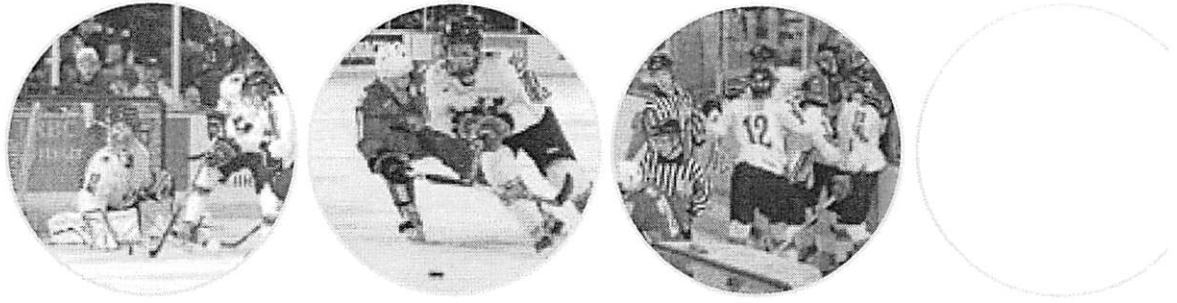
### Junior "A"

- Canadian Junior "A" Hockey League comprised of over 140 teams in 10 provincial and regional member leagues
- Provides additional development for players 16-18 prior to advancing to Major Junior
- Provides additional development for players 19-20 who are seeking other opportunities
- Provides development and maintains eligibility for players seeking university and college opportunities throughout North America and abroad
- Provides opportunities to showcase athletes to the NHL through CJAHL Program of Excellence including the CJAHL Prospects Game and the World Junior A challenge



- Junior "B" Provincially, regionally and locally organized and governed leagues
- Junior "B" provides additional development for players 16-20 years old prior to advancing to Junior "A", Major Junior, university and/or professional hockey
- Junior "C"/"D" Provides an opportunity for all Junior age players to play recreationally. It can also be an introduction to junior hockey for many graduating midget players
- Midget "AAA" The top level of the Midget category
- Provincially and regionally organized and governed leagues
- One objective is to provide development opportunities for players to advance to Junior and Major Junior hockey programs
- Compete for regional championships and Hockey Canada's National Championship, the Telus Cup
- Midget "AA"/"A" One focus is to develop players for advancement to Midget AAA and/or Junior programs
- Bantam "AAA" The top level of competition for the highest ranked players in Bantam age categories (13-14 years old)
- One objective is to develop players to advance to Midget AAA level





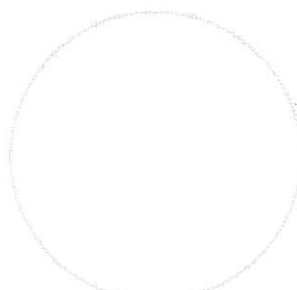
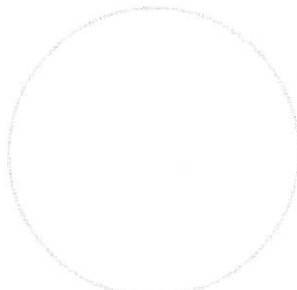
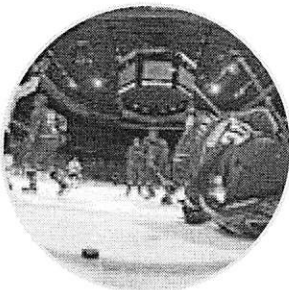
#### d) Movement within the Canadian Development Model

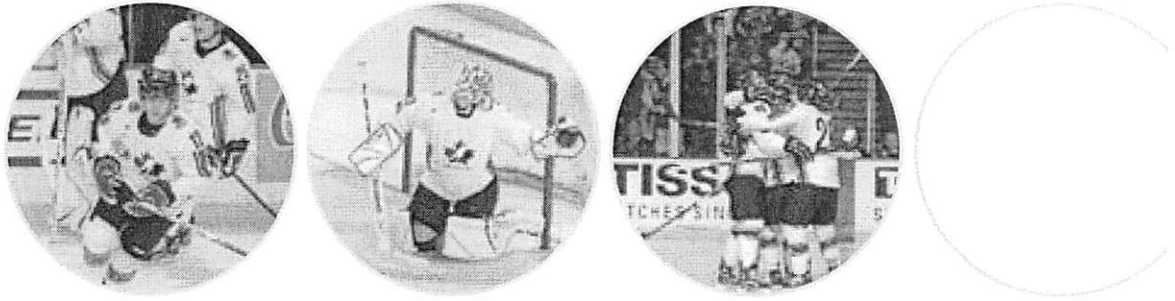
- A realigned development system, based on a more cooperative approach by constituents (leagues and teams) in all categories is structured to encourage all top-rated players coming from the Canadian minor hockey system to remain in Canada progressing to Major Junior and/or Junior A after completing Bantam or Midget levels of hockey
- Players are encouraged to play at the highest possible level within the Canadian Club system. However, the constituents agree to use patience in the pace at which players advance through the system and to act in the best interest of the player's overall development
- Players who are not capable of playing Major Junior hockey are encouraged to explore other options within the Canadian system, including Junior A or B, or at the Canadian University or College level
- Should a player possess extraordinary skill combined with the necessary physical and mental maturity, he should be encouraged to advance to the next level. If circumstances are not favorable to the player's best interest developmentally, the player will be advised to delay advancing to the next level

## IV. Education within the Canadian Hockey System

### a) An Overview of the Emphasis on Education

- Elite hockey players desire to pursue the game at the highest competitive level possible. The majority of elite level players choose Major Junior Hockey Leagues in order to enhance their chances of advancing to the professional level
- Normally, players entering Major Junior and other Junior Leagues at age 16 or 17 have not achieved high school graduation. As a result, parents may be concerned about the ongoing educational development of their sons in this highly intense competitive environment. In the CHL, players have every opportunity to move forward academically, graduate from high school on time, and take post-secondary courses while playing in the League
- Administrators, coaches, and volunteers involved at elite levels of hockey are committed to the development of the “whole” person entrusted to their care. Since education is a critical component within all these organizations, leadership in fulfilling the academic needs of these young men is of utmost importance
- Major Junior and Junior Hockey provide an environment in which a player can combine high performance development without compromising education
- During a player’s tenure in elite hockey programs, a formalized academic team of professionals is in place to support him academically. Such personnel include:
  - League Directors of Educational Services
  - Individual Club Education Advisors
  - High School and College Counsellors at the site of Junior Teams
  - The High School Counsellor at the player’s home school

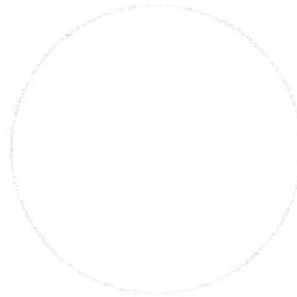
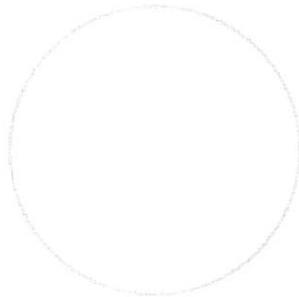
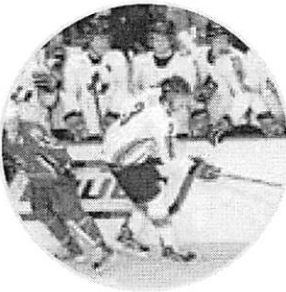




- All CHL Clubs have a team of education experts who are responsible to:
  - Provide guidance and advice to players prior to moving into a top elite program
  - Monitor academic progress throughout the school term - both during the season and when the player returns to his home school
  - Advise players about course selection and graduation requirements
  - Inform players about College, Technical School, and University opportunities once high school graduation has been achieved
- All elite sport, such as Canadian Major Junior and Junior hockey, should provide an outstanding environment to help young men develop very valuable basic personal qualities that will enhance any career once their playing days are over. These include:
  - Athletic ability and a high level of physical fitness
  - Personal discipline
  - Ability to deal with adversity and pressure
  - Time management in balancing the demands of intense competition, practice times, travel, and maintaining appropriate academic performance
  - A sound understanding of “teamness”
  - The mental skills required in analyzing and making decisions quickly in stress filled situations
  - Understanding the meaning of commitment
- Built into these traits are other personal qualities such as integrity, honesty, good moral character and personal deportment that are integral to playing the game at any level

- As a result of these inherent qualities, graduates of Major Junior and Junior A hockey are heavily recruited by Canadian Universities and Colleges. Hockey coaches in these institutions seek these athletes to enhance their programs. The reality is that the inherent qualities described above provide a solid platform for Major Junior and Junior A graduates to be very successful academically and achieve a degree or diploma at the post secondary level
- For athletes who do not have the opportunity to play hockey at the highest professional level, the University/College hockey programs are a natural progression in the Canadian Development Model. It is here that players can continue to improve their skills, compete at a very high level, and often, move on to professional hockey once their degree or diploma is completed
- All member clubs and Leagues within the Canadian Hockey League (Western Hockey League, Ontario Hockey League, and QMJHL) offer scholarships which allow players the opportunity to pursue a College or University education in Canada following their graduation from Major Junior hockey. The scholarships available to players in the CHL may vary slightly on a league-to-league basis.

All players, however, who do not sign a top level professional hockey contract qualify for scholarship benefits upon completion of their junior eligibility (see Table 3).



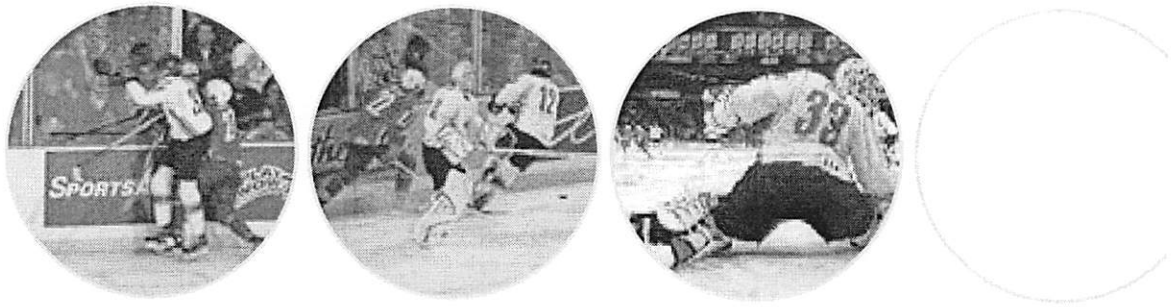


Table 3: Scholarship Opportunities in the CHL

	OHL	WHL	QMJHL
Player Eligibility	One year for every year played or portion thereof of the club's active roster	One year for every year or portion thereof of the Club's active roster	Must have played for a minimum of 2 years Must have played at age 19
Annual Cap	Negotiated by each club	Based on full cost of tuition, compulsory fees, and textbooks at a publicly funded university in the player's home province	\$10,500 max. if played 3 years \$7,000 max. if played 2 years \$3,500/year max. of 3 years
Activation of the Scholarship	Maximum of 18 months following graduation from the OHL	After one full season or one academic year following graduation from the WHL	In the month of September following the player's Junior Training period
Tiered Benefits	1st Round Draft Selection: Books, tuition, board and compulsory fees  2nd – 15th Round Draft Selections: Books, tuition and compulsory fees	Not Tiered	Not Tiered
Maximum Number of Years Player Eligible	5	5	3
University Partnership	Yes	A formal CWJAA – WHL Partnership Agreement. An active Joint CW/Colleges Subcommittee	Yes
Local Club Fundraising Programs	Yes	Yes – all teams through 50/50 draws, golf tournaments, and other fundraising efforts	Yes
Annual Education Liability Reporting Procedure	Yes	Each club reports scholarship liabilities to the League Office	Yes

Further and more detailed information on Canadian Scholarship Programs related to Major and Junior A Leagues can be found on the Websites listed below:

#### CANADIAN HOCKEY LEAGUE

Ontario Hockey League ..... [www.ontariohockeyleague.com](http://www.ontariohockeyleague.com)  
Best of Both Worlds ..... [www.bestofbothworlds.ca/hm](http://www.bestofbothworlds.ca/hm)  
Quebec Major Junior Hockey League ..... [www.lhjmq.qc.ca](http://www.lhjmq.qc.ca)  
Western Hockey League ..... [www.whl.ca/education](http://www.whl.ca/education)

#### CANADIAN JUNIOR A HOCKEY LEAGUE

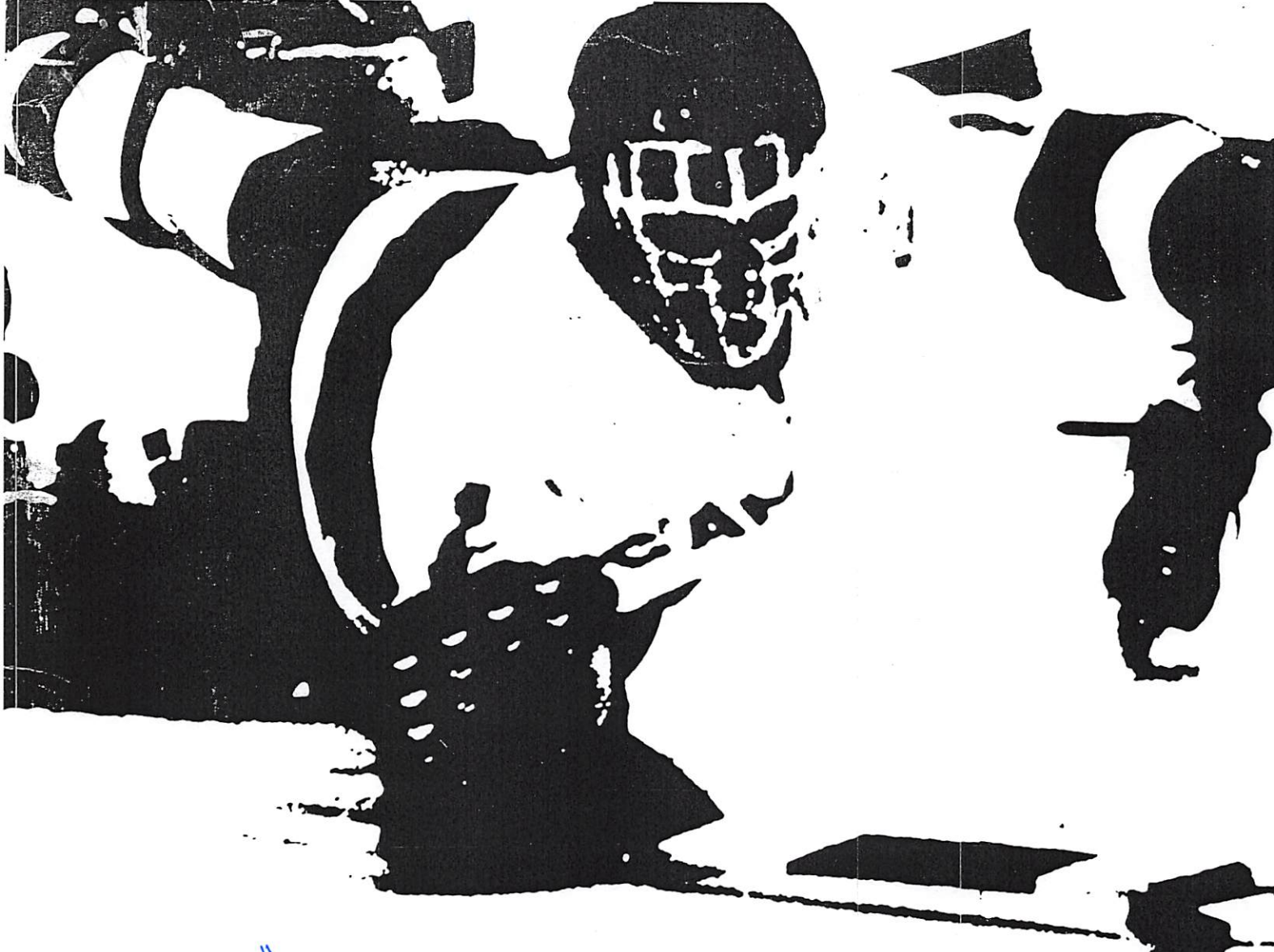
Canadian Junior A Hockey League ..... [www.cjhlhockey.com](http://www.cjhlhockey.com)  
British Columbia Hockey League ..... [www.bchl.bc.ca](http://www.bchl.bc.ca)  
Alberta Junior Hockey League ..... [www.ajhl.ab.ca](http://www.ajhl.ab.ca)  
Saskatchewan Junior Hockey League ..... [www.sjhl.sk.ca](http://www.sjhl.sk.ca)  
Manitoba Junior Hockey League ..... [www.mjhlhockey.ca](http://www.mjhlhockey.ca)  
Superior International Junior Hockey League ..... [www.sijhl.com](http://www.sijhl.com)  
Ontario Provincial Junior Hockey League ..... [www.opjhl.ca](http://www.opjhl.ca)  
Northern Ontario Junior Hockey League ..... [www.nojhl.com](http://www.nojhl.com)  
Central Junior A Hockey League ..... [www.cjhl.on.ca](http://www.cjhl.on.ca)  
Ligue de hockey junior AAA du Québec ..... [www.lhjaaaq.qc.ca](http://www.lhjaaaq.qc.ca)  
Maritime Junior A Hockey League ..... [www.mjahl.com](http://www.mjahl.com)

For more information on the Canadian Development Model, please contact Hockey Canada or visit the Hockey Canada website at [www.hockeycanada.ca](http://www.hockeycanada.ca)

Telephone: (403) 777-3636

Facsimile: (403) 777-3635





This is Exhibit F referred to in the  
affidavit of Brendan O'Grady  
sworn before me, this 15<sup>th</sup>  
day of June, 20 16  
[Signature]  
A commissioner for taking affidavits

# Report

## The Committee on International Hockey

**Report by**

**The Committee on  
International Hockey**

to

The Honourable Iona Campagnolo

Minister of State

Fitness and Amateur Sport



THE COMMITTEE ON INTERNATIONAL HOCKEY



Chairman  
*Senator Sidney L. Buckwold*



*Armand Caouette*



*Dr. Bruce Halliday*



*Roch LaSalle*



*Stuart Leggatt*



*Gus MacFarlane*



*Dr. Victor Railton*



Advisor  
*Derek Holmes*

## THE COMMITTEE ON INTERNATIONAL HOCKEY

As a result of publicity surrounding Team Canada's participation at the World Championships in Vienna in May 1977, the Honourable Iona Campagnolo, Minister of State, Fitness and Amateur Sport, formed a committee of Members of Parliament to study and evaluate Canadian participation in international hockey competition.

Mrs. Campagnolo said at the press conference announcing the Committee: "I believe it is time that we clearly identify these (Canada's) responsibilities as well as the issues that Canadians feel are at stake when we compete at the international level".

Senator Sidney L. Buckwold was asked to chair a committee of Members of Parliament drawn from the four major political parties: Armand Caouette, Social Credit; Roch LaSalle, Dr. Bruce Halliday, Progressive Conservative; Stuart Leggatt, N.D.P.; Gus MacFarlane and Dr. Victor Railton, Liberal. Derek Holmes, a former international player, coach and manager, acted as advisor to the Committee.

The Committee met with over one hundred groups and individuals between June and October, 1977, and received a large number of briefs. Further, it has analyzed the computerized results of a questionnaire sent to 12,795 Canadian citizens. Hearings were held in St. John's, Quebec City, Montreal, Ottawa, Toronto and Vancouver. As well, the members held private interviews with various organizations and selected individuals connected with hockey. From this process, a series of options or recommendations has evolved.

In reviewing the problems and challenges of international hockey, it became painfully obvious to the Committee that what is happening in the domestic hockey scene is a contributing factor to our often disappointing performance and achievement in world competition. Both are a reflection of the single-minded development programmes for young hockey players in this country which are geared to the professional option.

The Committee has also been made aware of the apparent lack of new and improved coaching techniques. It appears that our methods of coaching have not, but for some notable exceptions, progressed beyond the early fifties.

Canadians must accept the somewhat shattering reality that countries other than Canada can produce good players and teams. To keep Canadians in the forefront of international hockey will require a bold new development concept encompassing skills and attitudes for aspiring players. International hockey should not be considered an extension of international politics. If such a new approach is not taken, the halcyon days of Canadian hockey supremacy are gone.

A brief chronology of Canada's participation at the international level should provide a better understanding of the vast changes that have taken place and at the same time provide some of the rationale for the decisions and recommendations this Committee has made:

- Post War Canadian entries in the World Championships were, for the most part, senior teams, more often than not, the winners of the Allan Cup. However, with the rapid improvement of European hockey, it became evident that this format would not avoid embarrassing losses.
- The National Team, formed under Father David Bauer, and spanning the years from 1963-1969, was a selection of the best amateur players available. This concept, which fostered academic as well as athletic excellence, was moderately successful. However, the inability to win a gold medal spelled its demise.

- The reversal of an International Ice Hockey Federation agreement allowing professional hockey players to participate in the World Championships of 1970 precipitated Canada's withdrawal from the international hockey scene for three years. Many Canadians agreed that Canada should remain out of international competition until such time as it be allowed to be represented by its best players. It was generally accepted that if Canada were able to use its best, the professionals, the issue of Canadian supremacy would be confirmed.
- What evolved from the series of 1972 was a narrow victory, but the myth of professional dominance was stripped bare. The Soviet National Team proved that it was more than competitive with our top professionals.
- In 1974, a team of W.H.A. All-Stars played an eight-game series against the Soviet National Team. Despite a promising beginning by the W.H.A., the Soviets prevailed in the final four games in Moscow.
- A milestone in international hockey was reached in the Autumn of 1976, with the staging of the Canada Cup. This open tournament, with the six top hockey-playing nations participating, drew world-wide interest. Canada edged Czechoslovakia for the victory. The competitiveness of other countries only emphasized the overall improvement in European hockey. The challenge of not only the Soviet Union, but also of Czechoslovakia and Sweden, was to be reckoned with.
- In sanctioning the Canada Cup, the International Ice Hockey Federation had demanded Canada's return to the World Championships or the forfeiture of a \$100,000 bond.
- Team Canada '77, composed of players from teams eliminated from further Stanley and Avco Cup play, was heavily and justifiably criticized, both at home and abroad, for its truculent style of play in Vienna.

The criticism, coupled with the presence in Vienna of the Minister as a witness to the performance of Team Canada '77, led to the decision to form this Committee. The recommendations presented by this Committee deal with the two major problems outlined to us time and time again: a National Team structure to represent Canada at all levels of international hockey competition, and alternative development programmes for minor hockey players in Canada. It is our opinion that these are really two aspects of one problem. We submit these recommendations by topic with options which can be acted upon immediately and further suggestions which can bring about long-term improvements.

### Hockey Canada

The general public expressed a great degree of dissatisfaction with and, we believe, misunderstanding about Hockey Canada. Most Canadians are not aware of its aims, purposes or functions. The 1969 Task Force on Sport recommended that a non-profit body, called Hockey Canada, be organized to operate and manage Canada's National Teams. Inspired by the Government of Canada, the twelve man board of Hockey Canada is composed of three government appointees, one of which must be chairman, two Canadian Amateur Hockey Association representatives, two members from the public sector and one each from the National Hockey League, World Hockey Association, National Hockey League Players' Association, World Hockey Players' Association and the Canadian Intercollegiate Athletic Union.

The Committee recommends that:

- Hockey Canada issue a statement of philosophy and effectively publicize its mandate, structure and role.
- Hockey Canada carry out its complete mandate by researching the societal issues of hockey (i.e. arena construction, arena utilization, hockey schools, old-timers' hockey etc.) and their impact on the total community.
- Hockey Canada should continue, via its International Committee, to co-ordinate Canada's participation in international hockey at a national team level.
- Hockey Canada should educate the public on the problems involved in international hockey.
- Hockey Canada should attempt to have team rosters for World Championships extended from twenty-one to twenty-five players in order to have more flexibility in the use of players.
- Hockey Canada should appoint a permanent National Manager and Coach. These appointees must have both a high degree of credibility within the hockey fraternity and be held in high esteem by the public at large. Both men would be responsible for the managing and coaching of all Canadian National Teams. In the opinion of the Committee, it is essential that there be continuity of coaching and management. It appears to hinder our performance when we must re-learn the lessons and experiences of previous competitions.
- Hockey Canada should utilize specialists (i.e. medical, paramedical, psychological and travel specialists) to work with Canadian teams, when necessary. The continuity and previous international experience of such a group would be invaluable.
- Hockey Canada should petition both Players' Associations to have release clauses inserted into N.H.L. and W.H.A. players' contracts, thus allowing the players freedom to play for Canada when available. Such a clause is already in the contracts of many foreign players such as the Swedes and Finns.
- Hockey Canada make even more use of Canadian Embassies abroad and the expertise of the Department of External Affairs at home in preparation for games overseas.

### Team Canada

Many suggestions were received for the make-up of a more effective Team Canada. These included many strong reminders to members of our National Teams that they represent Canada and Canadians and they must govern their behaviour accordingly. The Committee saw a great deal of merit in the following and recommends that:

- Hockey Canada place with the National Manager and Coach of Team Canada complete authority for the discipline, tactics, etc. of Team Canada.
- Hockey Canada ensure that the Manager and Coach utilize more effectively the vast reservoir of hockey people in Canada who have experience in international hockey.
- Hockey Canada encourage the use of the most modern techniques of coaching and keep abreast of the complex and ever-changing mosaic of international hockey.
- Hockey Canada utilize the technical services of a sport psychologist in its preparation for international competition.
- Hockey Canada ensure that the Manager and Coach, when choosing players, look not only at ability, but also at motivation, frustration tolerance and adaptability as some of the factors that must be considered.

- The Manager and Coach attempt to limit the size of the group involved in travel in order not to divert from the serious commitment of all concerned.

### Olympic Team

Canada has, after an absence of ten years (Grenoble, 1968), agreed to return to Olympic hockey competition. Now that Canada is represented by professionals at the World Championships, Canadians feel that Canada is ready to re-enter Olympic hockey competition.

The Olympic Programme will provide an incentive to young hockey players who initially aspire to something other than professional hockey.

The Committee recommends that:

- Hockey Canada provide a greater degree of moral support and funding assistance to the Olympic 1980 programming.
- Hockey Canada must allow its Olympic Committee to act with the same degree of autonomy that is afforded its International Committee.
- Hockey Canada should ensure that every eligible Canadian hockey player be given the opportunity to try out for Olympic 1980. A special effort to recruit top junior, senior and university players should be made, including Canadians attending American universities.
- Hockey Canada should ensure that its constituent members deliver their best players for Olympic 1980.
- The Olympic Committee should present to the Board of Hockey Canada a detailed programme outlining its plan for Olympic 1980.
- The Olympic Committee should name prospective players and management by no later than September, 1978.

### Federal Government

The Committee was besieged with complaints by many hockey fans, especially from Western Canada and Quebec, about the lack of national television coverage of W.H.A. games. It is appreciated that there are many reasons for this situation but, from the interest expressed, the issue should be reviewed. The Committee therefore recommends that appropriate federal authorities petition the national television networks to include W.H.A. games involving Canadian teams as part of their televised sport programme.

The Committee was especially impressed by the response to its questionnaire on the subject of government involvement. It is noted that 64% of those who responded felt the government should have a greater responsibility for Team Canada.

It is the Committee's opinion that the Federal Government has a limited, but important, role to play in support of Canada's participation in World Competition. The Committee recommends that:

- The Federal Government accept the fact that hockey has a special place in this country and that appropriate attention be paid to it.
- The Federal Government should recognize the important role that the Canadian Amateur Hockey Association plays in domestic hockey in Canada through a stronger financial commitment to the Canadian Amateur Hockey Association, especially towards the developmental aspect of its programme.
- The Federal Government should make available to Hockey Canada increased funds for the purpose of providing financial assistance to deserving student hockey players at Canadian educational institutions.

## International Ice Hockey Federation

The International Ice Hockey Federation is the governing body for World Amateur Hockey and has representatives from thirty hockey playing nations. At the present time, Canada, through the Canadian Amateur Hockey Association, has one member on the Council and two delegates. The Council, which is composed of representatives from eleven of the major hockey nations, is the Executive Committee and, in effect, the decision-making body.

The quest by the European federations to test themselves against all types of Canadian professionals is really just beginning.

Canada must be willing to accept these challenges, but it must do so on an equal footing with its adversaries. The reality of our situation has not escaped the Committee. We know that Canada must continue to play in events where our best players are not always available. Nonetheless, Canada must attempt, by the several means outlined in our earlier recommendations, to ice only its best players for the competitions in which it is obliged to participate.

It follows that, if only our most competent players represent us on the ice, then only our most able negotiators represent us at the international hockey bargaining table. Negotiations at the International Ice Hockey Federation Council level are a most important factor in the difficulties that Canada faces in international competition. Therefore, we urge that some re-alignment within Canada's delegation at the International Ice Hockey Federation be made to ensure that all factions of Canadian hockey are heard. Specifically, it is recommended that the Canadian nominee to the Council of the International Ice Hockey Federation be selected by Hockey Canada and nominated and endorsed by the two Canadian delegates to the International Ice Hockey Federation Congress.

## Education

The recurring theme of the hearings was the situation within junior hockey, where 15 to 19 year old junior players are neglecting their education while playing major junior hockey. Hockey in Canada is largely outside our educational system; in fact, hockey in Canada is often in direct competition with school.

The Committee was made aware of the large number of Canadian hockey players who have been forced to accept athletic scholarships to American schools. They have done so because of the desire to continue their education at the university level, in addition to playing in a highly competitive hockey structure. Such conditions do not exist in Canada. A viable alternative to junior hockey is not generally available in Canada. This Committee has been distressed to learn that athletic scholarships of any kind are anathema within post secondary institutions in Canada. Because abuses of the scholarship system are well documented in other countries, a certain righteousness has arisen in Canadian universities which negates all the favourable aspects of the scholarship as a vehicle to encourage both academic and athletic pursuits. Furthermore, it appears that hockey as a sport is given a lower priority within the athletic programmes of most post secondary institutions and the governing body (Canadian Intercollegiate Athletic Union) itself than many other team sports.

Therefore, the Committee recommends that in order to provide an alternative for young hockey players, a study be undertaken into the feasibility of a National University League. Moreover, the Committee recommends that steps be taken to ensure that hockey scholarships be an acceptable, even laudable, avenue for student hockey players within the Canadian Intercollegiate Athletic Union and that Hockey Canada consider, with the government, means of financing scholar-

ships and also assisting such hockey programmes. These athletic scholarships should not in any way adversely alter accepted academic standards.

## Junior Hockey

Four areas of junior hockey seem to merit further appraisal: those of the player and his family; those of the community or communities in which junior hockey is played; those of the junior league and junior franchise operations and the structure and hierarchy of organized hockey, whether it be in the neighbourhood playground, in professional hockey or in top-flight international play.

It is to be noted here that all provinces require that young people attend school until at least the end of their 15th year. Despite this, and without compulsion, the average school-leaving age in Canada has slowly risen. The majority of our youth devote at least three years to further schooling after elementary school and most are at least 18 before they leave, either by graduating or by dropping out.

Though most junior players are 18 or 19 years old, particularly in major junior hockey, a sizeable number are 16 and 17. The "draft" carried out by the junior leagues and sanctioned by the Canadian Amateur Hockey Association takes place, of course, in the 15 to 16 year age bracket between midget and junior play. This "draft" results in the allocation of talent and gives the players a chance to earn a place on junior teams. Although there is, in the midget and younger categories, an ownership or "right to talent" tag on boys playing in organized competitive leagues across the country, it is the draft by juniors which establishes the ownership or the use of an individual's talent for the next three or four years. This allocation or screening and constraining aspect of the midget draft is repeated each year in the junior drafts carried out by the pro leagues. Most boys who choose not to respond to the midget-to-junior draft are confined to minor junior hockey. They can also participate for high school, community college or university teams.

The point of view of the player and his family cannot be easily categorized. It seems fair to say, however, that both the parents and their player-son get excited about the player's future prospects if he has shown promise in midget (or even bantam) play. The interest in having the boy continue in junior hockey is usually prompted by the hope that he can have a professional career. This is not necessarily a consequence of financial reward. In fact, a professional career, in addition to the money, looks attractive usually because it represents the pinnacle of achievement to many Canadians.

During the last ten years, there have been a good many cases in which parents took extraordinary steps, including court injunctions, to have their boys placed in the locations where the hockey opportunities would be best. Despite these instances, parents (and managers and coaches in minor and junior hockey) almost always acknowledge the importance of "a good education". The balance of evidence, however, indicates that the lure of a hockey career — and the opening to it through play in the best league with the best team — often has a greater influence than the need for a good education.

When parents and players decide that moving up in the hockey world is what they want, they often fail to consider the implications of such a move. The hazard is that, in moving from midget to junior to professional, the drop-off rate is staggering. Many present themselves; few are chosen. Those who do not make it have to face going back and catching up, both at school and in the work world. For many, there is nothing for them but an uncertain future.

Surprisingly few parents of hockey players and very few coaches and hockey executives ever consider the ruthlessness of the midget and junior draft. They fail to recognize

how unfair it is to those who are not chosen. A player's unsuitability at age 15-16 or later at age 19-20 often gives no indication of his potential to become a fine hockey player as an adult. It seems important, because of the exclusiveness of the midget-junior system, that Canadian hockey authorities should foster as many other alternatives in hockey as they can. Players between 16 and 20 years of age need more opportunities outside junior hockey, such as a strengthened programme in high school, college, university and intermediate play.

In most Canadian communities, an amalgam of individuals and representatives of neighbourhoods, municipalities and hockey organizations raise and spend a great deal of money so that boys, particularly between the ages of eight and 15, can play hockey. The difference between a community with a major junior team and a community without such a team is not really significant at levels below junior play. One can easily, and mistakenly, assume that a community which sustains a strong minor hockey programme deserves to have a junior team, or at least an intermediate or senior team, to serve as the community's sporting focus. Almost all major junior hockey operations are, however, entrepreneurial. The ownership is based upon a limited number of franchises having a bargained or bargainable value within leagues and the right of teams to obtain and control players until they reach the age of 20.

This description of the situation should not detract from the value to many communities of having a junior team (in Sudbury, Sault Ste. Marie, Flin Flon or Brandon for example). In communities such as these, the junior team is the focus of interest for many citizens and is supported by local government and business.

On the other hand, it is very clear when one looks across the country, that the junior system shuffles promising players at the age of 16 from their home towns where they have developed their skills to other communities which have been fortunate enough, through history, transportation or location, to have a major junior franchise. The Committee deplors this situation.

The third point of view, that of the junior leagues and their franchises, is much muddled by factors already mentioned.

Are junior franchises community endeavours? Are they noble opportunities for a boy to get an education plus an apprenticeship for a lucrative professional career? Are they high risk entrepreneurial enterprises? Are they the link in hockey play and development between the mass enthusiasm of young boys and the necessary skills of the professional hockey league?

The junior team owners maintain that this link is the explanation for the absolute need of draft money and the fairness of such payments in Canada. There is not a similar pattern for North American baseball, football and basketball. Most professional hockey franchises are held by Americans who look askance at the Canadian hockey system of draft payments for juniors. The Committee feels that there must be a better way for financing junior hockey than this present intimate relationship with professional hockey. It is odd, if not bizarre, that the Canadian Amateur Hockey Association sanctions the major junior leagues, even though these operations are clearly professional. In addition, the Canadian Amateur Hockey Association has turned over all disciplinary authority to the major juniors leagues.

Also, these leagues are no longer national or regional-national in scope. Thus, some Canadian boys are directed by the midget draft and ownership provisions to live and play for junior teams in American cities.

The fourth point of view, that of hockey's hierarchy, seems to be in a state of flux. Part of this is due to the increasing use by the professional teams of foreign players, including Amer-

icans, in staffing professional teams. Many of these foreigners are groomed for professional play by American universities.

It should be recognized that major junior hockey is a professional operation. Hence the individual player should be able to bargain for the team of his choice, remuneration, or perquisites in education. He should also have some freedom to select where he will move when he finishes age-class hockey. Such a set-up would seem fairer and more ethical than the present system that often makes a chattel of an aspiring player.

Educating, caring for and controlling minors falls under provincial authority. It is clear that if we are to have a more equitable system of player control between the ages of 16 and 20 in Canada, then the provincial authorities in education and human rights must take some responsibility. Frankly, we are chilled by the thought of 16 to 19 years olds travelling scores of thousands of miles to play as many as 100 games a season, from Portland to Flin Flon or even from Windsor to Sault Ste. Marie to Ottawa. Do the entrepreneurial gains and the developmental worth of junior hockey justify such an exploitive arrangement? And what is the chief purpose of this arrangement? Is it to groom talent year after year for the professionals? Is it to make money for the owners? Is it a core endeavour for the community, or does it give a lot of boys a chance to have fun in good competition?

We can see that junior hockey as it is organized may be a blend of all of these purposes, but the price is enormous, and the pressure on growing and still impressionable young men is great. Examples of bad conduct and poor sportsmanship do not occur in a vacuum and the minor and junior hockey training systems must accept its share of responsibility in Canada's international performance.

The Committee therefore, recommends that an in-depth study of junior hockey be sponsored by the Minister of State, Fitness and Amateur Sport.

Il faut reconnaître que le hockey junior majeur constitue une opération professionnelle. Le joueur devrait donc être en mesure de négocier avec l'équipe de son choix, des questions de rémunération ou de prérequis au niveau de l'instruction. Il devrait également avoir la possibilité de décider où il déménagera pour jouer au hockey après ses études. Ce programme semble plus juste que le système actuel qui transforme souvent un joueur en herbe en un simple bien.

L'éducation, le soin et le contrôle des mineurs relèvent de la compétence des provinces. Il est évident que si nous voulons établir au Canada un système plus équitable pour contrôler les joueurs âgés de 16 à 20 ans, les autorités provinciales et matière d'éducation et de droits de la personne doivent en assumer une certaine responsabilité. A franchement parler, nous sommes effrayés par l'idée de voir des jeunes de 16 à 19 ans parcourir des milliers de milles pour jouer parfois 100 parties par saison, de Portland à Flin Flon ou même de Windsor à Ottawa, en passant par Sault Sainte-Marie. Les gains réalisés par le hockey junior, ainsi que sa valeur au point de vue du développement, justifient-ils un arrangement aussi exploiteur? Et quel est le principal objet de cet arrangement? S'agit-il de former tous les ans de nouveaux talents pour les ligues professionnelles? Est-ce une occasion pour les propriétaires de réaliser des profits? S'agit-il d'une entreprise essentielle à la collectivité ou donne-t-on ainsi à beaucoup de garçons la chance de s'amuser dans un esprit de franche compétition?

Nous pouvons constater que le hockey junior, de la manière dont il est organisé, peut être un mélange de tous ces objectifs, mais le prix en est énorme et la pression exercée sur des jeunes gens en croissance et encore impressionnables est considérable. Les exemples de mauvaise conduite et de mauvais esprit sportif n'apparaissent pas sans raison valable et les systèmes de formation du hockey junior et mineur doivent accepter leur part de responsabilité dans la performance du Canada à l'échelon international.

Le Comité recommande donc qu'une étude en profondeur du hockey junior soit parrainée par le ministre d'État à la Santé et au Sport amateur.

## COMMITTEE ON INTERNATIONAL HOCKEY

### LIST OF COMMITTEE HEARINGS

ST. JOHN'S, NEWFOUNDLAND	— August 13 and 14, 1977
VANCOUVER, B.C.	— August 26 and 27, 1977
TORONTO, ONTARIO	— August 26, 1977
OTTAWA, ONTARIO	— October 3, 4 and 5, 1977
MONTREAL, QUEBEC	— October 6, 1977
QUEBEC CITY, QUEBEC	— October 7, 1977
OTTAWA, ONTARIO	— November 4, 1977

### PEOPLE INTERVIEWED BY COMMITTEE

A number of people were invited to appear before the Committee and/or submit briefs. In addition, there were numerous other submissions received by the Committee as well as interviews held on an individual basis by Committee Members.

Acland, Ann	Fletcher, Don	Mott, Morris*
Almstedt, John*	Fontaine, Frank	Mullock, Robert
Aldcorn, Garry	Ganske, Dwight	McLean, Alan S.
Andrews, David	Gilbert, Doug	McLenahan, Rollie
Anscome, Mike	Gordon, Donald M.*	Nadin, Bob*
Bauer, Father David	Goulet, Ray	Neeld, Mrs. J.
Bélanger, Yves	Green, Barbara	Noonan, Richard
Beliveau, Jean	Gross, George	O'Malley, Terry*
Berry, Brent	Guindon, Claire	Panton, Jim
Bertrand, Guy	Hansen, Dr. Hal*	Page, Fred
Blais, Jean-Jacques, M.P.*	Hatskin, Ben*	Pagé, Pierre*
Botterill, Dr. Cal*	Hay, Bill*	Parsons, George
Breau, Herb, M.P.*	Henderson, Waldo	Pinder, Herb C.*
Burke, Bud*	Hindmarch, Dr. Robert	Pollock, Sam*
Campbell, Clarence	Houde, Gilles	Pound, Richard*
Clarke, Bill	Johnson, Don S.	Pugh, Robert
Conacher, Brian*	Jones, Leonard C., M.P.*	Quinn, Peter*
Conlin, Paul*	Juckes, Gordon	Regimbal, Maurice*
Courtois, E. Jacques*	Kearns, Dennis	Reid, Patrick*
Dacres, John	Krycska, Joseph, Q.C.*	Renwick, Gordon
Darwin, Howard	Kukulowicz, Aggie	Robb, Barry
Davidson, Lloyd*	Kurtenbach, Orland	Robitaille, Jean
Dawson, Earl	Lang, Chris*	Ross, Saul*
Devine, Jack*	Larivière, Georges	Schmalz, C.V.*
Dryden, Ken*	Lawson, Joanne	Shefsky, Sam
Dumont, Paul	Ledwell, Bill	Spring, Frank
Eagleson, Alan*	Lefaive, Lou	Tardif, Marc
Ellis, Ron*	Lessard, Arthur	Taylor, Jim
Esaw, John*	Martin, Donna*	Thiffault, Charles
Ewin, Gordon*	Masters, Jack*	Watt, Tom
Ferrari, Jim	Miller, Allan	Wright, Harold
Fisher, Douglas*	Montgomerie, Duff	Wylie, Torrance*
Fisher, Red*	Morrison, Scotty	

\*Briefs submitted

## International Hockey Questionnaire

A questionnaire was used to sample the opinion of the Canadian public and to assist the Committee with its recommendations. Forty Members of Parliament from across Canada and the Northwest Territories were asked to send the questionnaire to a sample of their constituents. Twelve thousand, seven hundred and ninety-five questionnaires were sent out and 1,958 returned (15.3% return). In addition, a number of newspapers ran the questionnaire and these results were also examined by the Committee.

The results of the questionnaire are as follows:

1 — In your opinion should Canada participate in international hockey?

Yes	93%
No	6%
No answer	1%
	<u>100%</u>

2 — If you agree that we should participate, which is more important to you?

To win	3%
To compete	65%
No answer	32%
	<u>100%</u>

3 — In your opinion does Team Canada represent you as a Canadian when it competes?

Yes	83%
No	13%
No answer	4%
	<u>100%</u>

4 — In your opinion should Canada:

Select Players for Team Canada when needed	40%
Develop an Ongoing National Team	53%
No Answer	7%
	<u>100%</u>

5 — In your opinion which of the following are the most serious problems for Canada in international hockey (rank 1 to 5)

	Ranked First By	Ranking When Weighted
Team Selection	28%	3
Team Preparation	24%	2
Team Conduct	24%	1
Rules and Officiating	13%	4
Tournament Dates	11%	5
	<u>100%</u>	

6 — In your opinion are Canadian hockey players suited for international hockey in:

	Yes	No	No Answer	Total
Skills	88%	6%	6%	100%
Attitude	45%	44%	11%	100%
Conditioning	43%	48%	9%	100%

7 — In your opinion should the Federal Government become more involved with Team Canada?

Yes	64%
No	32%
No Answer	4%
	<u>100%</u>

## GLOSSARY

### HOCKEY CANADA

A federally inspired body, founded in 1969 to organize and manage Canadian National Teams.

### NATIONAL HOCKEY LEAGUE

The oldest of the two major professional hockey leagues, founded in 1916, with 15 teams in the United States and three in Canada.

### WORLD HOCKEY ASSOCIATION

The second major professional hockey league, founded in 1971, with five teams in the United States and three in Canada.

### CANADIAN AMATEUR HOCKEY ASSOCIATION

The governing body of amateur hockey in Canada.

### CANADIAN INTERCOLLEGIATE ATHLETIC UNION

Union of Canadian universities designed to co-ordinate Canadian intercollegiate athletes.

### INTERNATIONAL ICE HOCKEY FEDERATION

The international governing association of national ice hockey federations.

COUNCIL — the eleven member executive body of the International Ice Hockey Federation.

CONGRESS — the representative body of the International Ice Hockey Federation, with two delegates per country.

### WORLD ICE HOCKEY CHAMPIONSHIPS

The world tournaments held annually for A, B, C, and junior competitions.

### CANADA CUP

An open tournament held in 1976 in Canada.

### OLYMPIC '80

Canada's Olympic Hockey Team for 1980 Olympics in Lake Placid, New York.

### TASK FORCE ON SPORT FOR CANADIANS

An investigation into amateur sport in Canada at the national level, initiated by the Federal Government in 1969.

### CANADIAN MAJOR JUNIOR HOCKEY LEAGUE

A union of the three major junior leagues in Canada; Quebec, Ontario and the Western provinces.

### JUNIOR DRAFT

A system by which the two major professional hockey leagues select the best graduating junior players.

### MIDGET DRAFT

The system patterned after the professional-major draft, where the Quebec and Ontario major juniors select the top midget players in their respective provinces.

### NATIONAL HOCKEY LEAGUE PLAYERS' ASSOCIATION

The union for National Hockey League players.

### WORLD HOCKEY PLAYERS' ASSOCIATION

The union for World Hockey Association players.