

Olympic Winter Institute of Australia

NATIONAL INTEGRITY FRAMEWORK

Commencement date: 12 September 2022

Policy to be reviewed by Sport Integrity Australia: September – December 2022



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1. Background

1.1 Introduction

- (a) The Olympic Winter Institute of Australia (OWIA) National Integrity Framework applies to all Activities organised or authorised by OWIA.
- (b) Sports integrity means the manifestation of the ethics and values that promote community confidence in sport. Threats to the integrity of sport includes the:
 - (i) manipulation of sporting competitions;
 - (ii) improper use of drugs and medicine in sport;
 - (iii) abuse of children and other persons in a sporting environment; and
 - (iv) failure to protect Members and other persons in a sporting environment, from bullying, intimidation, discrimination, or harassment.
- (c) OWIA seeks to take a proactive approach to mitigate the integrity threats to OWIA activities and to provide a safe, fair, and trustworthy environment for all OWIA participants.
- (d) The National Integrity Framework is one of OWIA's responses to the threats to its integrity and sets out the broad expectations for the conduct of all OWIA participants, including procedures for managing, reporting, investigating, and determining potential breaches of its Integrity Policies.

1.2 Definitions

In the National Integrity Framework, the following words have the corresponding meaning:

Activity means a contest, match, competition, event, or activity (including training), whether on a one-off basis or as part of a series, league, or competition, sanctioned or organised by OWIA and includes activities or programs facilitated by the OWIA with or on behalf of Partner Organisations.

Administrators – see 'Participant'.

AOC means the Australian Olympic Committee Inc.

Athletes – see 'Participant'.

Authorised Provider – see 'Relevant Organisation'.

Board means the board of OWIA.

CEO means the chief executive officer of OWIA as appointed from time to time.

Child or **Children** means a child or young person, or two or more children or young persons, who is or are under the age of 18 years.

Coaches – see 'Participant'.

Complaints, Disputes & Discipline Policy (CDDP) means the policy adopted by OWIA under this Framework, for the handling and resolution of Complaints regarding Prohibited Conduct.

Contractor means any person or organisation engaged to provide services for or on behalf of OWIA and includes agents, advisers, and subcontractors of OWIA and employees, officers, volunteers, and agents of a contractor or subcontractor.

Disciplinary Measures means any Provisional Action taken or Sanction imposed under the Complaints, Disputes and Discipline Policy, as defined in that policy.

Employee means a person employed by OWIA.

Framework means this National Integrity Framework document, including any schedules and annexures.

Integrity Policy means the following OWIA sports integrity-related policies adopted under this Framework:

- (a) This Framework document;
- (b) Child Safeguarding Policy;
- (c) Competition Manipulation and Sport Wagering Policy;
- (d) Improper Use of Drugs and Medicine Policy;
- (e) Member Protection Policy; and
- (f) Complaints, Disputes and Discipline Policy.

Integrity Unit means OWIA's national integrity unit, as established under clause 5.1.

National Integrity Manager means the person responsible for OWIA's Integrity Unit and for the implementation, management, reporting and review of this Framework.

Officials – see 'Participant'.

Participant means:

- (a) **Athletes** under an executed Athlete Agreement with OWIA or Athletes who gain approval to participate in a OWIA Activity
- (b) **Coaches** appointed to train an Athlete or Team in any OWIA Activity.
- (c) **Administrators** who have a role in the administration or operation of OWIA including directors, committee members, volunteers, or other persons.
- (d) **Officials** including referees, umpires, technical officials, or other officials appointed by OWIA as part of any OWIA activity.
- (e) **Support Personnel** who are appointed in a professional or voluntary capacity by OWIA including sports science/sports medicine personnel, team managers, selectors, and team staff members.

For the avoidance of doubt, **Participant** does not include the executive, employees, contractors or volunteers of the AOC.

Partner Organisation means:

- (a) state institutes with whom the OWIA runs joint programs; or
- (b) national sporting organisations with whom OWIA runs high performance programs on behalf of the organisation or to whom OWIA provides funds to support their athletes.

Prohibited Conduct means the conduct proscribed by this Framework and the Integrity Policies.

Relevant Organisation means any of the following organisations:

- (a) OWIA;

- (b) **Authorised Providers**, which means any organisation authorised to conduct Activities sanctioned by OWIA;
- (c) **Team**, which means a collection or squad of athletes who compete and/or train under the direction or supervision of OWIA; and
- (d) Any other organisation who has agreed to be bound by this Framework/the Integrity Policies.

For the avoidance of doubt, **Relevant Organisation** does not include the AOC.

Relevant Person means any of the following persons:

- (a) **Participant**;
- (b) **Employee**;
- (c) **Contractor**;
- (d) **Volunteer**, which means any person engaged by OWIA in any capacity who is not otherwise an Employee or Contractor, including directors and office holders, coaches, officials, administrators and team and support personnel; and
- (e) Any other individual who has agreed to be bound by this Framework/the Integrity Policies.

Support Personnel – see ‘Participant’.

Team – see ‘Relevant Organisation’.

Volunteer – see ‘Relevant Person’.

Winter Sport, which means those disciplines that are supported by OWIA programs at any given point in time.

2. Jurisdiction

2.1 Who the Framework applies to

- (a) This Framework applies to and binds all Relevant Persons and Relevant Organisations as set out in the Integrity Policies.
- (b) Employees are expected to abide by the terms of this Framework as a reasonable and lawful direction of OWIA as their employer.
- (c) OWIA must ensure that all Contractors and Volunteers are contractually bound to abide by the terms of this Framework.
- (d) By participating in an Activity, a Participant is deemed to have agreed to be bound by the Framework.
- (e) Any person or organisation who:
 - (i) has had a complaint made against them under the Complaints, Disputes and Discipline Policy;
 - (ii) was bound by the Framework at the time the complaint was made or when they became aware that a complaint may be made; and
 - (iii) would, for any reason, otherwise have ceased to be bound by this Framework at any time after the complaint was made or when they became aware that the complaint may be made,



remains bound by the Framework in respect of the complaint and any related complaint until the complaints process has been finalised in accordance with the Complaints, Disputes and Discipline Policy.

3. Scope

3.1 Scope

- (a) The National Integrity Framework comprises this Framework document and the Integrity Policies.
- (b) Nothing in this Framework limits the rights or obligations of any person under any other OWIA policy, code of conduct or other relevant agreement.
- (c) This Framework does not override or limit the application of any laws of Australia or a state/territory.
- (d) Where a potential breach may be dealt with under either the Integrity Policies or the policies, agreements or by-laws of the AOC, the policies, agreements or by laws of the AOC will apply to the exclusion of the Integrity Policies.
- (e) Where a potential breach that is relevant to the OWIA may be dealt with under either the Integrity Policies or the policies of a Partner Organisation, the Integrity Policies will apply to the exclusion of the policies of the Partner Organisation.
- (f) The 'Summary' at the start of each Integrity Policy is not intended to be and should not be construed in any way as a complete and comprehensive overview of the relevant Integrity Policy. To the extent of any inconsistency, the operative provisions of the relevant Integrity Policy prevail.

4. Prohibited Conduct

4.1 Prohibited Conduct

In addition to the Prohibited Conduct proscribed by the Integrity Policies, a Relevant Person or Relevant Organisation commits a breach of this Framework when they:

- (a) fail to report any Prohibited Conduct, as defined under this Framework or an Integrity Policy, to Sport Integrity Australia (or otherwise in accordance with the requirements of the relevant Integrity Policy) as soon as reasonably practicable;
- (b) deliberately or wilfully withhold information in relation to any possible Prohibited Conduct;
- (c) fail to provide further information or documentation as requested as part of a Complaint Process under this Framework, including a failure to fully and in good faith participate in an interview;
- (d) fail to comply with or enforce Disciplinary Measures imposed under the Complaints, Disputes and Discipline Policy; or
- (e) knowingly provide any inaccurate and/or misleading information during the course of any investigation or proceedings under this Framework.

4.2 Recognition of AOC sanctions

Where an individual or organisation has been sanctioned under the policies of the AOC for conduct which would constitute Prohibited Conduct under this Framework, OWIA will recognise that sanction and will honour any period of suspension (including lifetime bans) or conditions on participation in relation to that individual or organisation's involvement in OWIA Activities as relevant and applicable.



4.3 Additional matters

- (a) Where conduct may constitute 'Prohibited Conduct' under this Framework or any Integrity Policy but is a Protected Disclosure with respect to OWIA, it must be dealt with under OWIA's whistleblower policy.
- (b) The Australian National Anti-Doping Policy (for non-Olympic related matters) or AOC Anti-Doping By-Law (for Olympic related matters) will prevail to the extent of any inconsistency with this Framework in all instances. Any allegation relating to a breach or possible breach of Australian National Anti-Doping Policy or the AOC Anti-Doping By-Law will be dealt with under the applicable policy or by-law.
- (c) Nothing in this Framework or the Integrity Policies prevents the OWIA Board from referring any alleged Prohibited Conduct or criminal conduct to a relevant law enforcement agency.

5. OWIA's Responsibility to Manage Framework

5.1 Responsibility for the management of the Framework

- (a) OWIA will ensure that it has an Integrity Unit¹, headed by a National Integrity Manager who shall report, directly or indirectly, to the CEO and/or Board.
- (b) The National Integrity Manager is responsible for the implementation, management, reporting and review of this Framework within OWIA.
- (c) OWIA will ensure that it appoints a Complaints Manager² for the purposes of the Complaints, Disputes and Discipline Policy.

5.2 National Integrity Manager

The National Integrity Manager will:

- (a) be responsible for the supervision and administration of this Framework, the Integrity Policies, and the associated education programs;
- (b) monitor the compliance of any Sanctions;
- (c) act in a professional, discreet, and confidential manner in undertaking the obligations of their role under this Framework;
- (d) be responsible for ensuring that this Framework and the Integrity Policies are regularly reviewed, and any required amendments are approved by the OWIA Board; and
- (e) will provide the CEO and/or Board with regular reports of:
 - (i) information relating to Alleged Breaches and Prohibited Conduct under the Integrity Policies;
 - (ii) the operation of and overall compliance with the Integrity Policies; and
 - (iii) any education programs that Participants have been required to undertake.

¹ The size of the Integrity Unit is to be determined by the NSO based on the volume, nature, and seriousness of integrity issues within its sport and available financial resources. For the avoidance of doubt, the Integrity Unit may, if appropriate, solely comprise the National Integrity Manager.

² OWIA may appoint the same person to be both the Complaints Manager and the National Integrity Manager.

5.3 Complaints Manager

The Complaints Manager will be the point of contact between OWIA and Sport Integrity Australia in relation to the functions of the Complaints, Disputes and Discipline Policy and will have such responsibilities as set out in that policy.

5.4 Reporting to Sport Integrity Australia

OWIA must ensure that they report all matters to Sport Integrity Australia as required by the Integrity Policies, which includes:

- (a) any alleged Prohibited Conduct or criminal conduct that OWIA has referred/reported to a relevant law enforcement agency;
- (b) any information required to be reported or notified to Sport Integrity Australia under the Competition Manipulation and Sports Wagering Policy; and
- (c) the outcome of any Resolution Process under the Complaints, Disputes and Discipline Policy.

5.5 Education

- (a) With the support of Sport Integrity Australia, OWIA will plan, implement, and maintain an education strategy that incorporates material addressing the matters covered by each Integrity Policy.
- (b) The National Integrity Manager will, from time to time, direct certain Participants to undertake education programs, which will be relevant and proportionate to their level of participation in a OWIA Activity and the associated integrity risks.

5.6 Recruitment of Employees and Volunteers

- (a) OWIA should conduct any appropriate background checks required by an Integrity Policy for prospective Employees, Contractors and Volunteers to screen for prior conduct that would constitute a breach of this Framework or the Integrity Policies.
- (b) OWIA should undertake induction processes for Employees, Contractors and Volunteers that incorporate familiarisation with this Framework and the Integrity Policies, and other sports integrity education and training as determined by OWIA from time to time.

6. Additional Responsibilities

6.1 OWIA responsibilities

In addition to that required under the Integrity Policies, OWIA shall:

- (a) implement and comply with this Framework;
- (b) ensure that all other policies, rules, and programs that apply to Relevant Persons and Relevant Organisations are consistent with this Framework;
- (c) use its best efforts to assist Relevant Persons and Relevant Organisations to fulfil their responsibilities under this Framework;
- (d) publish, distribute, and promote this Framework and the Integrity Policies (and any updates from time to time) and shall be responsible for making such documents available and accessible to Relevant Persons and Relevant Organisations;
- (e) ensure its Employees and Contractors act in a discreet and confidential manner in discharging their obligations under this Framework;



- (f) recognise any Sanction imposed under this Framework;
- (g) take all necessary steps to enforce any Sanction imposed under this Framework; and
- (h) assist in any investigation or proceedings regarding any Prohibited Conduct and ensure that they do not knowingly provide any inaccurate and/or misleading information during the course of any investigation or proceedings.

6.2 Relevant Person responsibilities

In addition to that required under the Integrity Policies, Relevant Persons shall:

- (a) make themselves aware of the contents of this Framework;
- (b) comply with all relevant provisions of the Framework;
- (c) comply with any decisions and/or Sanctions imposed under the Framework;
- (d) undertake sports integrity education as directed by the National Integrity Manager; and
- (e) assist in any investigation or proceedings regarding any Prohibited Conduct and ensure that they do not knowingly provide any inaccurate and/or misleading information during the course of any investigation or proceedings.

7. Complaints, Disputes & Discipline Policy

The Complaints, Disputes and Discipline Policy applies to any alleged Prohibited Conduct, including reports of breaches, of this Framework or any Integrity Policy.

8. Interpretation & Other Information

8.1 Application and Commencement

- (a) This Framework is approved by the Board.
- (b) This Framework:
 - (i) commences on the date outlined on the front cover (**Commencement Date**);
 - (ii) is subject to the OWIA Constitution and if there is any inconsistency, the Constitution will prevail; and
 - (iii) when in force, is binding on all those listed in clause 2.1.

8.2 Amendment

- (a) OWIA may amend this Framework and the Integrity Policies from time to time at the direction of Sport Integrity Australia and such amendments will be effective on the date specified.

8.3 Inconsistency

This Framework applies to each Integrity Policy. When interpreting an Integrity Policy, any provisions of that Integrity Policy inconsistent with this Framework apply to the extent of that inconsistency.

8.4 Interpretation

The following rules of interpretation apply to the Framework and each Integrity Policy:

- (a) Headings are for convenience only and shall not be deemed part of the substance of the document or to affect in any way the language of the provisions to which they refer.
- (b) Words in the singular include the plural and vice versa.
- (c) Reference to 'including' and similar words are not words of limitation.
- (d) Words importing a gender include any other gender.
- (e) A reference to a clause is a reference to a clause or subclause of this Framework.
- (f) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (g) In the event any provision of this Framework is determined invalid or unenforceable, the remaining provisions shall not be affected, and the document shall not fail because any part of it is held invalid.
- (h) Except as otherwise stated herein, failure to exercise or enforce any right conferred by this Framework shall not be deemed to be a waiver of any such right nor operate to bar the exercise or enforcement thereof or of any other right on any other occasion;
- (i) Defined terms are Capitalised and consistent across the Framework/Integrity Policies.

Olympic Winter Institute of Australia
NATIONAL INTEGRITY FRAMEWORK

MEMBER PROTECTION POLICY

Commencement date: 12 September 2022

Policy to be reviewed by Sport Integrity Australia: September – December 2022



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SUMMARY

The Olympic Winter Institute of Australia (OWIA) is committed to ensuring that everyone involved with Winter Sport is treated with respect and dignity and is protected from abuse, bullying, harassment, sexual misconduct, unlawful discrimination, victimisation, and vilification.

This Policy seeks to ensure that everyone involved in Winter Sport is aware of their rights and responsibilities. This Policy sets out the standards of behaviour expected of those involved in Winter Sport and the behaviours that are not acceptable ('Prohibited Conduct').

1. Definitions and interpretation

1.1 Defined terms

Defined terms not otherwise defined in this Policy have been defined in, and have the meaning given to them in the National Integrity Framework. In this Policy, the following words have the corresponding meaning:

Abuse means any type of abuse (including physical, emotional, psychological, sexual, and inappropriate use of power) that has caused, is causing or is likely to cause harm to a person's wellbeing, whether in person or as the result of a publication viewable by any other person by any means.

Bullying means a person or group of people repeatedly and intentionally using words or actions, or the inappropriate use of power, against someone or a group of people to cause distress and risk to their wellbeing.

Harassment means any type of behaviour towards a person that they do not want and that is offensive, abusive, belittling or threatening and is reasonably likely to cause harm to the person who is the subject of the harassment.

Policy means this Member Protection Policy including any schedules and annexures.

Prohibited Conduct means the conduct proscribed at clause 3 of this Policy.

Sexual Misconduct means:

- (a) **Sexual Harassment**, which is any unwanted or unwelcome sexual behaviour where a reasonable person would anticipate the possibility that the person being harassed would feel offended, humiliated, or intimidated; and
- (b) **Sexual Offences**, which include any criminal offence involving sexual activity or actions of indecency.

Unlawful Discrimination includes:

- (a) **Direct Discrimination**, when a person or group of people is treated less favourably than another person or group, because of a personal characteristic; and
- (b) **Indirect Discrimination**, when an unreasonable rule or policy applies to everyone but has the effect of disadvantaging some people because of a personal characteristic they share, where such personal characteristic is protected by applicable anti-discrimination legislation.

Victimisation means subjecting a person, or threatening to subject a person, to any unfair treatment because the person has made, or intends to pursue their right to make, a complaint or lawful disclosure, including under applicable legislation or this Policy, or for supporting another person to take such action.

Vilification means a public act, conduct or behaviour that incites hatred, serious contempt for, or revulsion or severe ridicule of, a person or group of people because of a particular characteristic they hold, as covered by applicable legislation, including their race or religion, or homosexuality, transgender, or HIV/AIDS status.

Winter Sport means those disciplines that are supported by OWIA programs at any given point in time.



1.2 Interpretation

Definitions of Abuse, Bullying, Harassment, Sexual Misconduct, Unlawful Discrimination, Victimisation and Vilification must be read in the context of SCHEDULE 1.

2. Jurisdiction

2.1 Who the Policy applies to?

This Policy applies to:

- (a) Relevant Persons; and
- (b) Relevant Organisations.

2.2 When the Policy applies

- (a) All Relevant Persons and Relevant Organisations to which this Policy applies must always comply with this Policy (whilst they are a Relevant Person or Relevant Organisation), including:
 - (i) in relation to any dealings, they have with Relevant Organisations or their staff, contractors, and representatives;
 - (ii) when dealing with other Relevant Persons or Relevant Organisations in their capacity as a Relevant Person/Relevant Organisation; and
 - (iii) in relation to their Membership or standing as a Relevant Person or Relevant Organisation in general.
- (b) The following is not within the scope of this Policy:
 - (i) where an interaction (including social media interactions) occurs involving one or more Relevant Persons or Relevant Organisations, and the only link or connection between the interaction and the Winter Sport is the fact that one or more individuals are Relevant Persons or Relevant Organisations¹; and
 - (ii) where Prohibited Conduct occurs in contravention of this Policy, any subsequent conduct, or interaction(s) that, whilst related to the original Prohibited Conduct, no longer directly relates to any of the Winter Sport (even where such conduct or interaction(s) would otherwise be Prohibited Conduct)².

3. Prohibited Conduct

3.1 Prohibited Conduct

A Relevant Person or Relevant Organisation commits a breach this Policy when they, either alone or in conjunction with another or others, engage in any of the following conduct against one or more Relevant Persons or Relevant Organisations, in the circumstances outlined in clause 2:

- (a) Abuse;
- (b) Bullying;
- (c) Harassment;
- (d) Sexual Misconduct;
- (e) Unlawful Discrimination;
- (f) Victimisation; or

¹ Such as two Members of a Relevant Organisation getting into a verbal or physical argument at a shopping centre, or two Members sending abusive social media messages to each other that have no direct link to Winter Sport.

² Such as where a Member of a Relevant Organisation allegedly breaches this Policy by physically assaulting another Member at a match, but then the personal grievance(s) between those two individuals spills into issues not directly related to Winter Sport, such as social media abuse or trolling.



(g) Vilification.

SCHEDULE 1 sets out examples of what may constitute Prohibited Conduct under this Policy.

4. [Complaints, Disputes & Discipline Policy](#)

The Complaints, Disputes and Discipline Policy applies to any alleged Prohibited Conduct, including reports of breaches, of this Policy.

5. [National Integrity Framework](#)

The National Integrity Framework applies to this Member Protection Policy. When interpreting this Policy, any provisions inconsistent with the National Integrity Framework apply to the extent of that inconsistency.



SCHEDULE 1 - Examples of Prohibited Conduct

1. **Abuse** must be behaviour of a nature and level of seriousness which includes, but is not limited to:
 - (a) physical abuse and assault including hitting, slapping, punching, kicking, destroying property, sleep, and food deprivation, forced feeding, unreasonable physical restraint, spitting at another person or biting;
 - (b) sexual abuse including rape and assault, using sexually degrading insults, forced sex or sexual acts, deliberately causing pain during sex, unwanted touching or exposure to pornography, sexual jokes, using sex to coerce compliance;
 - (c) emotional abuse such as repeated and intentional embarrassment in public, preventing or excluding someone from participating in sport activities, stalking, humiliation, or intimidation;
 - (d) verbal abuse such as repeated or severe insults, name calling, criticism, swearing and humiliation, attacks on someone's intelligence, body shaming, or aggressive yelling;
 - (e) financial abuse such as restricting access to bank accounts, taking control of finances and money, forbidding someone from working, taking someone's pay and not allowing them to access it;
 - (f) neglect of a person's needs.

2. **Bullying** must be behaviour of a nature and level of seriousness which includes, but is not limited to, repeatedly:
 - (a) keeping someone out of a group (online or offline);
 - (b) acting in an unpleasant way near or towards someone;
 - (c) giving nasty looks, making rude gestures, calling names, being rude and impolite, constantly negative and teasing;
 - (d) spreading rumours or lies, or misrepresenting someone (i.e., using their social media account to post messages as if it were them);
 - (e) 'fooling around', 'messaging about' or other random or supposedly playful conduct that goes too far;
 - (f) harassing someone based on their race, sex, religion, gender, or a disability;
 - (g) intentionally and repeatedly hurting someone physically;
 - (h) intentionally stalking someone; and
 - (i) taking advantage of any power over someone else,but does not include legitimate and reasonable:
 - (a) management action;
 - (b) management processes;
 - (c) disciplinary action; or
 - (d) allocation of activities in compliance with agreed systems.

3. **Harassment** must be behaviour of a nature and level of seriousness which includes, but is not limited to:
 - (a) telling insulting jokes about racial groups;
 - (b) sending explicit or sexually suggestive emails or text messages;
 - (c) displaying racially offensive or pornographic images or screen savers;
 - (d) making derogatory comments or taunts about someone's race;
 - (e) asking intrusive questions about someone's personal life, including his or her sex life;
 - (f) sexual harassment or any of the above conduct in the workplace by employers, co-workers, and other workplace participants;
 - (g) any of the above conduct in the workplace, based on or linked to a person's disability or the disability of an associate; and
 - (h) offensive behaviour based on race or racial hatred, such as something done in public that offends, insults, or humiliates a person or group of people because of their race, colour or nationality or ethnicity.



4. Sexual Misconduct is behaviour including, but not limited to:

- (a) unwelcome touching;
- (b) staring or leering;
- (c) suggestive comments or jokes;
- (d) showing or sharing sexually explicit images or pictures;
- (e) unwanted invitations to go out on dates;
- (f) requests for sex;
- (g) intrusive questions about a person's private life or body;
- (h) unnecessary familiarity, such as deliberately brushing up against a person;
- (i) insults or taunts based on sex;
- (j) sexually explicit physical contact;
- (k) sending sexually explicit or suggestive emails, texts, or other electronic/social media messages;
- (l) displaying pornographic images or screen savers;
- (m) asking intrusive questions about someone's personal life, including about his or her sex life; and
- (n) criminal offences such as rape, indecent or sexual assault, sexual penetration, or relationship with a child under the age of 16 and possession of child pornography.

5. Unlawful Discrimination is unfair treatment based on a person's:

- (a) age;
- (b) disability;
- (c) race, colour, nationality, ethnicity, or migrant status;
- (d) sex, pregnancy, marital or relationship status, family responsibilities or breastfeeding; and
- (e) sexual orientation, gender identity or intersex status.

6. Victimisation is behaviour including, but not limited to:

- (a) dismissal of an employee/volunteer or disadvantage to their employment/involvement in sport;
- (b) alteration of an employee's position or duties to his or her disadvantage;
- (c) discrimination between an employee and other employees;
- (d) repeated failure to select an individual on merit;
- (e) a reduction in future contract value; and
- (f) removal of coaching and other financial and non-financial support.

7. Vilification is behaviour including, but not limited to:

- (a) speaking about a person's race or religion in a way that could make other people dislike, hate, or ridicule them;
- (b) publishing claims that a racial or religious group is involved in serious crimes without any evidence in support;
- (c) repeated and serious verbal or physical abuse about the race or religion of another person;
- (d) encouraging violence against people who belong to a particular race or religion, or damaging their property; and
- (e) encouraging people to hate a racial or religious group using flyers, stickers, posters, a speech, or publication, or using websites or email.

Olympic Winter Institute of Australia
NATIONAL INTEGRITY FRAMEWORK

CHILD SAFEGUARDING POLICY

Commencement date: 12 September 2022

Policy to be reviewed by Sport Integrity Australia: September – December 2022



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SUMMARY

Winter Sport has a zero-tolerance policy to child abuse and neglect in any form.

The Olympic Winter Institute of Australia (OWIA) is committed to safeguarding and promoting the welfare of Children in Winter Sport by providing a safe and inclusive environment and by ensuring that everyone involved in Winter Sport is educated and informed of their responsibilities to protect and look after Children.

All Children have the right to feel safe and protected from all forms of abuse, harm, and neglect. Children have the right to take part in sport in a safe, positive, and enjoyable environment.

OWIA aims to create and maintain an inclusive, child-safe environment that is understood, endorsed, implemented, and adhered to by everyone involved in Winter Sport.

This Policy is part of OWIA's proactive and preventative approach to upholding its commitment to the safety, wellbeing, participation, and empowerment of all Children who access Winter Sport.

This Policy seeks to ensure that everyone involved in our Winter Sport is aware of their rights and responsibilities in relation to Children. This Policy sets out the standards of behaviour expected of those involved in our Winter Sport and the behaviours that are not acceptable ('Prohibited Conduct').

This Policy imposes obligations on OWIA and Winter Sport Organisations in relation to responding to allegations of Prohibited Conduct, including by reporting suspected Child Abuse to the appropriate authorities, and to implementing a commitment to child safety and child-safe practices, including recruitment and screening of staff and volunteers.

1. Definitions

Defined terms not otherwise defined in this Policy have been defined in and have the meaning given to them, in the National Integrity Framework. In this Policy, the following words have the corresponding meaning:

Abuse means any type of abuse (including physical, emotional, psychological, sexual, and inappropriate use of power) that has caused, is causing or is likely to cause harm to a person's wellbeing, whether in person or as the result of a publication viewable by any other person by any means.¹

Australian Child Protection Legislation means all state/territory child protection legislation as amended from time to time, a summary of which is available [here](#).

Bullying means a person or group of people repeatedly and intentionally using words or actions, or the inappropriate use of power, against someone or a group of people to cause distress and risk to their wellbeing.²

Child or Children means a child or young person, or two or more children or young persons, who is or are under the age of 18 years.

Child Abuse has the meaning given to it in Schedule 1 and includes the following as outlined in that Schedule:

- (a) Physical Abuse
- (b) Emotional or Psychological Abuse
- (c) Sexual Abuse
- (d) Neglect
- (e) Exposure to Family Violence.

¹ Refer to Schedule 1 of the Member Protection Policy for examples of behaviour that may constitute Abuse.

² Refer to Schedule 1 of the Member Protection Policy for examples of behaviour that may constitute Bullying.

Child Safe Commitment refers to Relevant Organisations' commitment to child safety in Winter Sport, as outlined in Annexure B.

Child Safe Practices refer to the child safety requirements and practices adopted and implemented by Relevant Organisations to help ensure the safety of Children participating in a Winter Sport Activity as outlined in Annexure B.

Grooming refers to the process by which an adult establishes a trusting relationship with a child and those associated with the child's care and wellbeing, to create an environment in which abuse can occur.

Harassment means any type of behaviour towards a person that they do not want and that is offensive, abusive, belittling or threatening and is reasonably likely to cause harm to the person who is the subject of the harassment.³

Misconduct with a Child means any behaviour involving a Child that is objectively age inappropriate and/or places the Child at risk of harm.

MPP means the Member Protection Policy of OWIA.

Policy means this Child Safeguarding Policy including any schedules and annexures.

Prohibited Conduct means conduct in breach of clause 4 of this Policy.

Recruitment & Screening means the child safety recruitment and screening requirements adopted and implemented by Relevant Organisations to help ensure the safety of Children participating in Winter Sport, as outlined in Annexure C.

Sexual Misconduct means⁴:

- (f) Sexual Harassment, which is any unwanted or unwelcome sexual behaviour where a reasonable person would anticipate the possibility that the person being harassed would feel offended, humiliated, or intimidated; and
- (g) Sexual Offences, which include any criminal offence involving sexual activity or actions of indecency.

Unlawful Discrimination includes:

- (a) Direct Discrimination, when a person or group of people is treated less favourably than another person or group, because of a personal characteristic; and
- (b) Indirect Discrimination, when an unreasonable rule or policy applies to everyone but has the effect of disadvantaging some people because of a personal characteristic they share, where such personal characteristic is protected by applicable anti-discrimination legislation.⁵

Victimisation means subjecting a person, or threatening to subject a person, to any unfair treatment because the person has made, or intends to pursue their right to make, a complaint or lawful disclosure, including under applicable legislation or this Policy, or for supporting another person to take such action.⁶

Vilification means a public act, conduct or behaviour that incites hatred, serious contempt for, or revulsion or severe ridicule of, a person or group of people because of a particular characteristic they hold, as covered by applicable legislation, including their race or religion, or homosexuality, transgender, or HIV/AIDS status.⁷

Winter Sport means those disciplines that are supported by OWIA programs at any given point in time.

WWCC means a 'Working with Children Check' (however named) under the applicable legislation of a state or territory, a summary of which is available [here](#).

³ Refer to Schedule 1 of the Member Protection Policy for examples of behaviour that may constitute Harassment.

⁴ Refer to Schedule 1 of the Member Protection Policy for examples of behaviour that may constitute Sexual Misconduct.

⁵ Refer to Schedule 1 of the Member Protection Policy for examples of behaviour that may constitute Unlawful Discrimination.

⁶ Refer to Schedule 1 of the Member Protection Policy for examples of behaviour that may constitute Victimisation.

⁷ Refer to Schedule 1 of the Member Protection Policy for examples of behaviour that may constitute Vilification.



2. Jurisdiction

2.1 Who this Policy applies to

This Policy applies to:

- (a) Relevant Persons; and
- (b) Relevant Organisations.

2.2 When this Policy applies

- (a) All Relevant Persons and Relevant Organisations to which this Policy applies must comply with this Policy (at all times whilst they are a Relevant Person or Relevant Organisation), including:
 - (i) in relation to any dealings, they have with a Child arising from the Relevant Person's, Relevant Organisation's, or the Child's involvement in any capacity with Winter Sport.
 - (ii) in relation to any dealings in relation to a Child that they might have with a Relevant Organisation or their staff, contractors, and representatives;
 - (iii) when dealing with a Child or other Relevant Person or Relevant Organisation in their capacity as a Relevant Person or Relevant Organisation; and
 - (iv) in relation to their Membership or standing as a Relevant Person or Relevant Organisation in general.
- (b) The following is not within the scope of this Policy:
 - (i) interactions involving a Relevant Person and a Child where there is no direct or indirect link to Winter Sport or a Relevant Organisation.⁸.

3. Requirements of Relevant Persons and Organisations

3.1 Requirements of Relevant Persons

Relevant Persons must always:

- (a) comply with the requirements of Responding to Child Abuse Allegations in Annexure A;
- (b) comply with the Child Safe Practices as set out in Annexure B;
- (c) report any concerns or allegations of Prohibited Conduct involving any Relevant Person or Relevant Organisation;
- (d) provide true and accurate information during Recruitment & Screening;
- (e) comply with all obligations that they are subject to under the Australian Child Protection Legislation; and
- (f) comply with all legislative obligations that they are subject to in relation to reporting of suspected Child Abuse or a WWCC⁹.

3.2 Requirements of Relevant Organisations

Relevant Organisations must:

- (a) adopt, implement, and comply with the:
 - (i) Child Safe Commitment;
 - (ii) Child Safe Practices; and
 - (iii) Recruitment & Screening,

⁸ Such as pre-existing personal or family relationships.

⁹ Child Family Community Australia Working with Children Checks & Police Checks Resource Sheet [website](#).



- including reviewing and amending those requirements from time to time;
- (b) comply with the 'Responding to Child Abuse Allegations' in Annexure A;
 - (c) use best efforts to assist Relevant Persons to fulfil their responsibilities under this Policy;
 - (d) recognise any Sanction imposed under this Policy; and
 - (e) take all necessary steps to:
 - (i) enforce any Sanction imposed under this Policy and the Complaints, Disputes & Discipline Policy; and
 - (ii) procure compliance with the 'Responding to Child Abuse Allegations' in Annexure A.

4. Prohibited Conduct

4.1 Prohibited Conduct

A Relevant Person or Relevant Organisation commits a breach of this Policy when:

- (a) they, either alone or in conjunction with another or others, engage in any of the following conduct against, or in relation to, a Child or Children in the circumstances outlined in clause 2.2.:
 - (i) Child Abuse;
 - (ii) Grooming;
 - (iii) Misconduct with a Child;
 - (iv) request or infer that the Child keep any communication secret from their parents, guardian, carer, or other Relevant Person such as a coach or administrator, or Relevant Organisation;
 - (v) supply alcohol, or drugs (including tobacco) to a Child;
 - (vi) supply medicines, except when permitted by law or with the consent of the parent, guardian, or carer of the Child and under a valid prescription for that Child and at the prescribed dosage; or
 - (vii) commit any act that would constitute Prohibited Conduct under the Member Protection Policy;
- (b) there is a breach of a requirement imposed under clause 3.1, or sub-clauses 3.2(a), 3.2(b) or 3.2(e)(ii));
- (c) they are involved in or have knowledge of and do not report a breach of clauses 4.1(a) or 4.1(b); or
- (d) they have engaged in an attempt to breach sub-clauses 4.1(a) (i), (ii), (iii) or (v).

5. Reporting

- (a) Where a Relevant Organisation becomes aware of an Alleged Breach and the information known about that Alleged Breach is such that it would cause a reasonable person to suspect that a Child is, or is at risk of, being abused and/or neglected:
 - (i) the Relevant Organisation must comply with, and procure compliance with, the requirements of Responding to Child Abuse Allegations in Annexure A; and
 - (ii) no further action under the Complaints, Disputes and Discipline Policy in relation to that Alleged Breach, except Provisional Action or Assessment, should occur until the obligations in (i) are complied with.

6. Complaints, Disputes & Discipline Policy

The Complaints, Disputes and Discipline Policy applies to any alleged Prohibited Conduct, including reports of breaches, of this Policy.

7. National Integrity Framework

The National Integrity Framework applies to this Child Safeguarding Policy. When interpreting this Policy, any provisions inconsistent with the National Integrity Framework apply to the extent of that inconsistency.

SCHEDULE 1 - Child Abuse Definitions

Child Abuse is the mistreatment of a Child that:

- causes, is causing or is likely to cause any detrimental effect so that a Child's physical, psychological, or emotional wellbeing; or
- does, or is likely to, endanger that a Child's physical or emotional health, development, or wellbeing,

whether through a:

- single act, omission, or circumstance; or
- series or combination of acts, omissions, or circumstances,

and includes:

1. **Physical Abuse** occurs when a person subjects a Child to application of physical force, which may cause injury intentionally or inadvertently as a result of physical punishment or the aggressive treatment of a Child. Physically abusive behaviour includes, but is not limited to:
 - (a) shoving, hitting, slapping, shaking, throwing, punching, biting, burning, kicking; and
 - (b) harmful training methods or overtraining where there is the potential to result in damage to a Child's physical development.
2. **Emotional or Psychological Abuse** occurs when a Child does not receive the love, affection, or attention they need for healthy emotional, psychological, and social development or are exposed to violence/abuse against other Children or adults. Such abuse may involve:
 - (a) repeated rejection or threats to a Child;
 - (b) constant criticism, teasing, ignoring, threatening, yelling, scapegoating, ridicule, intentional exclusion, continual coldness, and rejection;
 - (c) Bullying and Harassment;
 - (d) harmful training methods or overtraining where there is the potential to result in damage to a Child's physical, intellectual, or emotional wellbeing and development.
3. **Sexual Abuse** occurs when an adult, or a person in authority (i.e., older, or younger but more physically or intellectually developed) involves a Child in any sexual activity. A child cannot provide consent, therefore even if 'consent' is given, it still constitutes sexual abuse.

Perpetrators of sexual abuse take advantage of their power, authority, or position over the Child for their own benefit. It can include making sexual comments to a Child, kissing, touching a Child's genitals or breasts, oral sex, or intercourse with a Child.

Sexual exploitation is a form of Sexual Abuse and occurs when Children are forced into or involved in sexual activities that are then unlawfully recorded in some way, or recorded without the consent of one or more parties, or used to produce child sexual abuse material. Such material can be in the form of photographs or videos, whether published or circulated on the internet or social media. Encouraging a Child to view pornographic videos, websites, or images, or engaging a Child to participate in sexual conversations over social media or otherwise is also considered sexual exploitation.

4. **Neglect** is the persistent failure or deliberate failure or denial to meet a Child's basic needs. Child Neglect includes the failure to provide adequate food, clothing, shelter, adequate supervision, clean water, medical attention, or supervision to the extent that the Child's health and development is or is likely to be harmed. Types of neglect include physical, medical, emotional, educational neglect and abandonment.
5. **Exposure to Family Violence** is any abusive behaviour used by a person in a relationship to gain and maintain control over their partner or ex-partner. It can include a broad range of behaviour that causes fear and physical and/or psychological harm. If a Child is living in a household where there have been incidents of domestic violence, then they may be at risk of significant physical and/or psychological harm.



Annexure A: Responding to Child Abuse Allegations

You must ACT.

As a person involved in Winter Sport you play a crucial role in protecting Children. You must follow the four actions set out below when responding to any Child Abuse allegations.

Action 1 - Responding

If a Child is at risk of immediate harm, you must ensure their safety by:

- Calling 000 for medical and/or police assistance to respond to urgent health or safety concerns;
- Administering first aid, if required;
- Separating at-risk Child and others involved;
- Identifying an appropriate contact person for any on-going liaison with the Police.

If there is no immediate harm, go to Action 2 below.

Action 2 – Reporting

If you suspect, on reasonable grounds that a Child was, is or is at risk of being abused and/or neglected, you must report it to the police and/or the relevant State/Territory child protection agency.

If the alleged Child Abuse is occurring in a Relevant Organisation, it must also be documented on the Report Form found at [MAKE AN INTEGRITY COMPLAINT OR REPORT | Sport Integrity Australia](#).

You must also report internally to your designated contact in your sport, who then needs to report to the Integrity Unit, CEO and Board.

Action 3 – Contact

You must contact the police and/or the relevant child protection agency to determine the information that may be shared with parents/guardians, and who should lead this contact (i.e., police, child protection department or Relevant Organisation representative). This could include advice:

1. Not to contact the parents or guardians in circumstances where they are alleged to have engaged in the abuse.
2. To contact the parents/guardians and provide agreed information as soon as possible.

Action 4 - Support

- Support should be provided to any Child that has experienced abuse.
- It is important that the person providing support to the Child does not attempt to provide support which is outside of the scope of their role.
- Support should include maintaining a calm open manner when listening to any allegations and disclosures, while avoiding seeking detailed information or asking leading questions.
- This information needs to be well documented and shared with Winter Sport's designated contact.
- Further support for the Child, relevant adults and others involved may be required, including a referral to wellbeing or healthcare professionals and or the development of a safety plan.

OWIA Child Safe Contact:
Alex Drayton
Email: alex.drayton@owia.org
Telephone: +61 411 157 074



Annexure B: Child Safe Commitment & Practices

1. CHILD SAFE COMMITMENT STATEMENT

OWIA is committed to ensuring the safety and wellbeing of all Children that are involved in our sport. Our policies and procedures seek to address risks to child safety and to establish child safe culture and practices.

1.1 We are committed to keeping Children safe

- (a) Through our Child Safeguarding Policy, we document our clear commitment to keeping Children safe from abuse and neglect.
- (b) We communicate our commitment to all our staff and volunteers and give them access to a copy of our commitment statement.

1.2 We promote equity and respect diversity

- (a) We actively anticipate Children's diverse circumstances and respond effectively to those with additional vulnerabilities.
- (b) We give all Children access to information, support, and a complaints process.
- (c) We consider the needs of all Children, particularly Aboriginal and Torres Strait Islander Children, Children with a disability, LGBTQI Children and Children from culturally and linguistically diverse backgrounds.

1.3 Our staff and volunteers know the behaviour we expect

- (a) We ensure that each person involved in our delivery of services to Children understands their role and the behaviour we expect in relation to keeping Children safe from abuse and neglect through application of our Child Safe Practices.
- (b) We utilise clear position descriptions which clearly state relevant child safe requirements.
- (c) We have Child Safe Practices, which are approved and endorsed by Sport Integrity Australia and the OWIA Board that outlines our expectations for behaviour towards Children.
- (d) Our staff and volunteers are given a copy of and have access to the Child Safe Practices.
- (e) Our staff and volunteers indicate, in writing, that they have read and are committed to the Child Safe Practices.

1.4 We minimise the likelihood of recruiting a person who is unsuitable

- (a) We have appropriate measures in place to minimise the likelihood that we will recruit staff or volunteers who are unsuitable to work/volunteer with Children.
- (b) We will meet the requirements of the relevant state or territory Working with Children Check regulations.

1.5 Induction and training are part of our commitment

- (a) We will provide all new staff, volunteers, and participants with information about our commitment to Child Safety including our Child Safeguarding Policy, Child Safe Practices and Responding to Child Abuse Allegations.
- (b) We support ongoing education and training for our staff and volunteers to ensure child safety information is provided and updated as required.
- (c) We ensure that our staff and volunteers have up-to-date information relevant to specific legislation applying in the state or territory they are based in or where they may travel to as a part of their duties.

1.6 We encourage the involvement of Children and their parents

- (a) We involve and communicate with Children and their families in developing a safe, inclusive, and supportive environment. We will provide information to Children and their parents/carers (such as brochures, posters, handbooks, guidelines) about:
 - (i) our commitment to keeping Children safe and communicating their rights;
 - (ii) the behaviour we expect of our staff and volunteers and of themselves;
 - (iii) our policy about responding to child abuse.
- (b) We have processes for encouraging two-way communication with Children and families.
- (c) We seek their feedback and have a process for responding.

- (d) We respect diversity and seek to facilitate effective communication and involvement.

1.7 Our staff and volunteers understand their responsibility for reporting child abuse

- (a) Our policy for responding to child abuse is approved and endorsed by the OWIA Board and applies to all our staff and volunteers. Staff and volunteers must:
- (i) immediately report abuse or neglect and any concerns with policies, practices or the behaviour of staff and volunteers;
 - (ii) meet any legislated mandatory or other jurisdictional reporting requirements;
 - (iii) follow a specified process when reporting abuse or neglect.
- (b) Our staff and volunteers are given a copy of and have access to the Complaints, Disputes and Discipline Policy and understand the implications of the policy for their role.
- (c) We document any allegation, disclosure or concern regarding child abuse and monitor responses to all allegations, disclosures, or concerns.

1.8 We maintain and improve our policies and practices

- (a) We are committed to maintaining and improving our policies, procedures, and practices to keep Children safe from neglect and abuse.
- (b) We have assigned responsibility for regularly maintaining and improving our policies and procedures to the People & Performance team.
- (c) We monitor our staff, volunteers, and external providers to ensure appropriate practice, behaviour and policies are followed.
- (d) We require our staff and volunteers to disclose convictions or charges affecting their suitability to work with Children. We review police record and WWCC checks regularly.
- (e) We have formally reviewed our service delivery to identify and document potential risks to Children.
- (f) We undertake formal reviews, at least annually, to identify and document potential risks to Children associated with our service delivery.

2. CHILD SAFE PRACTICES

- OWIA is committed to safeguarding everyone involved in our organisation including Children in our care, ensuring that they feel and are safe. OWIA Child Safe Practices have been developed to identify and prevent behaviour that may be harmful to the Children in our sport.
- A breach of the Child Safe Practices is a breach of the Child Safeguarding Policy and will be managed by the Complaints, Disputes and Discipline Policy.
- There may be exceptional situations where aspects of the Child Safe Practices do not apply, for example in an emergency it may be appropriate to physically restrain a child. However, it is crucial that, where possible, you seek authorisation prior to taking action that does not comply with these standards or that you notify a Relevant Organisation as soon possible after any incident in which these standards are not complied with.

2.1 Sexual misconduct

- (a) Under no circumstances is any form of 'sexual behaviour' to occur between, with, or in the presence of Children.
- (b) 'Sexual behaviour' needs to be interpreted widely, to encompass the entire range of actions that would reasonably be considered to be sexual in nature, including but not limited to:
- (i) 'contact behaviour', such as sexual intercourse, kissing, fondling, sexual penetration or exploiting a child through prostitution; and
 - (ii) 'non-contact behaviour', such as flirting, sexual innuendo, inappropriate text messaging, inappropriate photography or exposure to pornography or nudity.

2.2 Professional boundaries

- (a) Relevant Persons must act within the scope of their role (as specified in their position description or contract) when working with Children who are involved or have been involved in our sport. They must not:



- (i) provide any form of support to a child or their family unrelated to the scope of their role, where there is no existing social, personal, or family relationship (e.g., financial assistance, babysitting, provide accommodation);
 - (ii) use a personal phone, camera, or video camera to take images of Children;
 - (iii) exhibit any type of favouritism towards a Child;
 - (iv) transport Children unless specifically approved;
 - (v) give gifts/presents to Children other than the provision of official awards;
 - (vi) engage in open discussions of a mature or adult nature in the presence of Children;
 - (vii) discriminate against any Child, including on the basis of gender identity, culture, race, or disability;
 - (viii) have one on one contact with a Child outside of authorised sport activities (includes direct contact such as in-person as well as indirect, such as by phone, or online); or
 - (ix) accept an invitation to attend any private social function at the request of a Child or their family, where there is no existing social, personal, or family relationship.
- (b) If Relevant Persons become aware of a situation in which a Child requires assistance that is beyond the confines of that person's role, they should undertake any or all of the following at the earliest opportunity:
- (i) refer the matter to an appropriate support agency;
 - (ii) refer the Child to an appropriate support agency;
 - (iii) contact the Child's parent or guardian;
 - (iv) seek advice from a Relevant Organisation.

2.3 Use of language and tone of voice

Language and tone of voice used in the presence of Children should:

- (a) provide clear direction, boost their confidence, encourage, or affirm them;
- (b) not be harmful to Children. In this respect, not use language that is:
 - (i) discriminatory, racist, or sexist;
 - (ii) derogatory, belittling, or negative, for example, by calling a Child a 'loser' or telling them they are 'too fat';
 - (iii) intended to threaten or frighten; or
 - (iv) profane or sexual.

2.4 Positive guidance (Discipline)

- (a) Children participating in our sport will be made aware of the acceptable limits of their behaviour so that we can provide a positive experience for all participants.
- (b) Relevant Persons and Relevant Organisations must use appropriate techniques and behaviour management strategies to ensure:
 - (i) an effective and positive environment; and
 - (ii) the safety and/or wellbeing of Children and personnel participating in sport.
- (c) Relevant Persons and Relevant Organisations must use strategies that are fair, respectful, and appropriate to the developmental stage of the Children involved.
- (d) Children need to be provided with clear directions and given an opportunity to redirect their behaviour in a positive manner.
- (e) Under no circumstances are Relevant Persons or Relevant Organisations to take disciplinary action involving physical punishment or any form of treatment that could reasonably be considered as degrading, cruel, frightening or humiliating.

2.5 Supervision

- (a) Children participating in our sport programs and services must always be supervised. Supervision must be constant, active, and diligent and requires Relevant Persons to always be in a position to observe each Child, respond to individual needs and immediately intervene if necessary.



- (b) One-to-one unsupervised situations with Children should be avoided, however some services and programs may involve such circumstances (e.g., medical treatment and physical therapy) and in this case, these situations will need to be identified and recorded by the Relevant Organisation.
- (c) Any incident of one-to-one unsupervised contact should be immediately reported to the Relevant Organisations management within 24 hours of the incident occurring.

2.6 Use of electronic or online communications

- (a) For any electronic or online communication with Children in our sport we adopt a two-deep model, that is, copy in the organisation and a parent or guardian in all communication.
- (b) When communicating with Children, Relevant Organisations and Relevant Persons must ensure content is:
 - (i) directly associated with delivering our services, such as advising that a scheduled event is cancelled;
 - (ii) concise with personal or social content limited only to convey the message in a polite and friendly manner;
 - (iii) devoid of any sexualised language; and
 - (iv) not promoting unauthorised social activity or contact.

2.7 Photographs of Children

- (a) Children are to be photographed or videoed while involved in our sport only if:
 - (i) the Child's parent or guardian has provided prior written approval for the photographs to be taken or for the video footage to be captured;
 - (ii) the context is directly related to participation in our sport;
 - (iii) the Child is appropriately dressed and posed; and
 - (iv) the image is taken in the presence of other personnel.
- (b) Relevant Organisations and Relevant Persons must not distribute images or videos (including as an attachment to an email) to anyone outside our sport organisation other than the Child photographed or their parent, without organisational knowledge and approval.
- (c) Images (digital or hard copy) are to be stored in a manner that prevents unauthorised access by others and will be destroyed or deleted as soon as they are no longer required.
- (d) Images are not to be exhibited online or in publications (annual report) without parental knowledge and approval (through a signed image consent form), or such images must be presented in a manner that de-identifies the Child. Any caption or accompanying text may need to be checked so that it does not identify a Child if such identification is potentially detrimental.

2.8 Physical contact with Children

- (a) Any physical contact with Children must be appropriate to the delivery of our sport programs or services and based on the needs of the Child such as assisting with the use of equipment, technique, treatment by a health practitioner or administering first aid.
- (b) Under no circumstances should Relevant Persons have contact with Children participating in our programs and services that:
 - (i) involves touching of genitals, buttocks, or the breast area other than as part of delivering medical or allied health services;
 - (ii) would appear to a reasonable observer to have a sexual connotation;
 - (iii) is intended to cause pain or distress to the Child (e.g., corporal punishment);
 - (iv) is overly physical (e.g., wrestling, horseplay, tickling or other roughhousing);
 - (v) is unnecessary (e.g., assisting with toileting when a Child does not require assistance); or
 - (vi) is initiated against the wishes of the Child, except if such contact may be necessary to prevent injury to the Child or to others, in which case:
 - physical restraint should be a last resort;
 - the level of force used must be appropriate to the specific circumstances, and aimed solely at restraining the Child to prevent harm to themselves or others; and
 - the incident must be reported to management as soon as possible.



- (c) Relevant Persons are required to report to the Relevant Organisation any physical contact initiated by a Child that is sexualised and/or inappropriate, for example, acts of physical aggression, as soon as possible, to enable the situation to be managed in the interests of the safety of the Child, Relevant Persons, and any other participants.

2.9 Overnight stays and sleeping arrangements

- (a) Overnight stays involving Children are to occur only with the Relevant Organisations approval and consent of a parent or guardian of the Children involved.
- (b) Written approval must be obtained prior to the overnight stay. Written approval could include electronic messaging formats such as email or SMS.
- (c) Practices and behaviour by Relevant Persons involved during an overnight stay must be consistent with the practices and behaviour expected during delivery of our sport at all other times.
- (d) Standards of conduct that must be observed by Relevant Organisations and Relevant Persons involved during an overnight stay include:
 - (i) Children are provided with privacy when bathing, toileting, and dressing;
 - (ii) appropriate dress standards are observed when Children are present – such as no exposure to adult nudity;
 - (iii) Children will not be exposed to pornographic material, for example, through movies, television, the internet, or magazines;
 - (iv) Children will not be left under the supervision or protection of unauthorised persons such as accommodation staff, or peers;
 - (v) sleeping arrangements will not compromise the safety of Children such as unsupervised sleeping arrangements or Children sharing a bed or an adult sleeping in the same bed as a Child; and
 - (vi) Children have the right to contact their parents, or another adult, if they feel unsafe, uncomfortable, or distressed during the stay.

2.10 Change room arrangements

- (a) Children should be supervised in change rooms whilst ensuring their right to privacy.
- (b) A minimum of two Relevant Persons of the same gender as the group should always be present,
- (c) Relevant Persons must not shower or change at the same time as supervising groups of Children.
- (d) Relevant Persons must avoid one-to-one situations with a Child in a change room area
- (e) Relevant Persons need to ensure adequate supervision in 'public' change rooms when they are used, providing the level of supervision required for preventing abuse by members of the public, adult users, or general misbehaviour, while also respecting a Child's privacy.
- (f) Phones, cameras and recording devices are not to be used in changing rooms and in particular whilst Children are getting dressed.

2.11 Use of, possession or supply of alcohol or drugs

Relevant Persons, whilst responsible for the care of Children, must not:

- (a) use, possess or be under the influence of an illicit drug;
- (b) use or be under the influence of alcohol;
- (c) be impaired by any other legal drug such as prescription or over-the-counter drugs;
- (d) supply alcohol or drugs (including tobacco); or
- (e) supply or administer medicines, except when permitted by law or with the consent of the parent, guardian, or carer of the Child and under a valid prescription for that Child and at the prescribed dosage.

2.12 Parent/Guardian Involvement

Relevant Organisations must:

- (a) ensure that a parent/guardian is involved in any significant decision, including the signing of any documentation in relation to their Child's involvement in Winter Sport.
- (b) conduct all training sessions in open locations and allow parents/guardians to watch their Children during training.



- (c) make parents/guardians aware of the standard of behaviour required when watching their Child during training. Parents/guardians displaying inappropriate conduct may be asked to leave but may not be denied access for an undetermined amount of time.

2.13 Transporting Children

- (a) Children are only to be transported in circumstances that are directly related to the delivery of our sport programs and services.
- (b) Other than in an emergency, it is not acceptable for Relevant Persons to transport Children without prior written approval from their parent or guardian. Gaining approval involves providing information about the proposed journey, including the:
 - (i) form of transport to be used;
 - (ii) reason for the journey;
 - (iii) route to be followed, including any stops or side trips; and
 - (iv) details of anyone who will be present during the journey
- (c) When transporting Children, the Relevant Person must drive responsibly, not be impaired by alcohol or any other mind-altering substances, have an unrestricted drivers' licence and to the extent practicable, not be alone in the car with a Child.
- (d) Children may only be transported in a vehicle when the manufacturer stated capacity is adhered to and seatbelts and child restraints must meet Australian Standards (AS/NZS1754).

2.14 Drop off and Pick up of Children

Relevant Organisations must:

- (a) ensure Children and their parent or guardian know the time and location of training and competition, including start and finish times.
- (b) arrive before scheduled training or competition times to ensure that Children are not left unattended.
- (c) have an accessible register of parent and guardian emergency contact numbers and an operational phone.
- (d) ensure they are aware of alternative pick up arrangements for Children and that the parent or guardian has provided consent.
- (e) ensure that if a parent or guardian is late, they make reasonable attempts to contact them. It is not the responsibility of Relevant Persons to transport Children home if their parent or guardian is late for pick up.
- (f) not leave the training or match until all Children have been collected by their parent or guardian.

Annexure C: Recruitment & Screening

These recruitment and screening requirements have been developed to provide a fair, safe, consistent, and comprehensive recruitment process across our sport. Our sport takes child protection seriously and ensures that the organisation recruits' personnel that are suitably qualified and committed to providing professional, safe, and enjoyable programs and services to Children.

1. Child-Related Positions

- 1.1 All roles within our sport (employees and volunteers) both new and existing must be assessed using Appendix 1: Child-Related Position Assessment.
- 1.2 A child-related position means a position that involves or may involve contact with children, either under the position description or due to the nature of the role.
- 1.3 Positions assessed as 'child-related' must be appointed using the recruitment and screening process outlined in Annexure C.

2. Position Descriptions

- 2.1 Developing appropriate selection criteria for a position is a valuable first step to reducing the risk of appointing someone who poses a child safety risk.
- 2.2 Examples of appropriate selection criteria may include: 'Must have experience working with Children.' 'Must be able to demonstrate an understanding of appropriate behaviours when engaging with Children.'

3. Advertising

- 3.1 All positions identified as child-related will include the following statement in the position description and any advertising: *{Sport Organisation} is committed to protecting Children from harm. We require all applicants that will work with Children to undergo an extensive screening process prior to appointment.*

4. Interviews

- 4.1 All applicants for child-related positions are required to attend at least one interview, preferably in person or on a videoconference (e.g., Zoom etc.).
- 4.2 During the interview, questions regarding the applicant's suitability to work with Children must be included. Refer to Appendix 2: Interview Requirements and Sample Questions.

5. Working with Children Checks

- 5.1 Working with Children Check (WWCC) laws aim to prevent people who pose a risk from working with Children as paid employees or volunteers. WWCC laws are currently in place in all Australian states and territories.
- 5.2 These laws require certain individuals involved in areas such as sport and recreation to undertake a check to determine their suitability to work (in a paid or volunteer capacity) with Children. Whether a particular individual is required to undertake a check depends on the WWCC laws of the relevant state or territory.
- 5.3 Relevant Organisations must meet the requirements of the relevant state or territory WWCC laws. Specific state and territory requirements can be found [here](#).
- 5.4 All personnel that require a WWCC will supply a copy of it to, or be validated by, the organisation making the appointment.
- 5.5 Relevant Organisations may not engage a person who does not have a satisfactory WWCC in the relevant jurisdiction(s).
- 5.6 Regardless of whether an individual is required or otherwise eligible to obtain a WWCC in the relevant jurisdiction(s), it is a serious breach of the Child Safe Policy if an individual:
 - (a) who has convictions that would make them ineligible to be granted a WWCC is appointed to a child-related position in our sport; or
 - (b) continues in a child-related position if they have been charged or convicted of a crime that would make them ineligible to be granted a WWCC.
- 5.7 Relevant Persons are required to report any criminal conviction or charge that indicates that they may present a potential risk to the Children to whom they help deliver programs or services, such as illegal drug possession or use, gun crimes and assault including adult sexual assault.

6. National Criminal History Record Checks



- 6.1 Depending on the relevant jurisdictional legislation a Relevant Organisations may require the preferred candidates to have completed a 'national criminal history record check' (also known as a 'police check') where the candidate does not otherwise meet the jurisdictional threshold to apply for and obtain a WWCC.
- 6.2 A criminal history does not automatically preclude an applicant from being appointed unless their criminal history suggests that they may pose a risk to Children. If there is information relevant to the employment decision, the applicant will be provided with an opportunity to respond to the contents of their police check (if they wish to do so).
- 6.3 The decision to appoint or not appoint an applicant because of a police check result, along with the rationale for that decision, must be communicated to the applicant by the Relevant Organisation.
- 6.4 A copy of the police check must not be retained. The original must either be returned to the applicant if requested or be destroyed in a secure manner on completion of the recruitment process. If the applicant is appointed, a record of the date and certificate number of the police check should be recorded in their personnel file.

7. International Criminal History Record Checks

- 7.1 Any applicant who has resided overseas for 12 months or more in the last ten years must obtain an international criminal check.
- 7.2 Some countries will not release information regarding an individual for personal or third-party purposes. Where police records checks cannot be made, reference checks must be conducted with at least two referees that personally knew the individual whilst they were residing in the other country.
- 7.3 The Relevant Organisation must inform the applicant that referees will be asked whether they have knowledge or information concerning the applicant that would adversely affect the applicant from performing the job, including any relevant criminal offences. The credentials of persons acting as referees must be verified and can include previous employers or government officials).
- 7.4 Overseas applicants should not commence until this process is satisfactorily completed.

8. Monitoring compliance

Relevant Organisations will ensure that all personnel in child-related positions have a current WWCC as specified in state and territory legislation: <https://aifs.gov.au/cfca/publications/pre-employment-screening-working-children-checks-and-police-checks/part-overview>

9. Reference checks

- 9.1 The Relevant Organisation will conduct a minimum of two reference checks for the preferred applicant to gather additional information about the applicant's suitability to work in the role for which they have applied.
- 9.2 The selected referees must:
 - (a) be able to provide information relating to the applicant's suitability to work with Children;
 - (b) have known the applicant for at least 12 months;
 - (c) not be related to the applicant;
 - (d) be able to vouch for the applicant's reputation and character.

Please note: Written character references are not sufficient unless also followed up and verified through direct contact.

- 9.3 Referees will be asked directly about any concerns they may have about the applicant working with Children. Refer to Appendix 3: Reference Check Requirements and Sample Questions.

10. Qualification and registration checks

Educational or vocational qualifications, or professional registration will be verified for the preferred applicant for the position, if applicable.

11. Minors

- 11.1 If a person under the age of 18 is appointed to a child-related position, the Relevant Organisation must:
 - (a) comply with the relevant WWCC legislation;
 - (b) undertake appropriate screening (interviews and referee checks);



- (c) ensure that they are aware that they are bound by the Child Safeguarding Policy, Child Safe Practices and the obligations associated with working with Children; and
- (d) obtain information about any pre-existing relationships, especially where the Child-applicant interacts personally with another Child participant.



Appendix 1: Child-Related Position Assessment

Note: State and territory jurisdictions have different requirements regarding screening and WWCC. This child-related position assessment aims to assist Relevant Organisations identify child-related positions however, **it should not be used to determine if a Relevant Person requires a WWCC.**

Specific state and territory requirements can be found [here](#).

Question – Does the position/activity (paid/unpaid or volunteer):	Yes	No
Involve supervising children?		
Involve being alone with children or engaging with children in a way that is not observed or monitored?		
Involve activities with children away from the organisation’s usual location?		
Involve direct one-on-one or group contact with children via phone, letter, email, online or social media?		
Involve supervising child-to-child online contact?		
Have access (online or paper based) to a child’s or children’s personal and/or confidential information?		
Involve the need for physical contact/touching children?		
Involve any of the following: transporting children; over-night supervision; and/or out-of-town activities?		
Have a perceived or actual level of authority (including from a child’s perspective)?		
Involve any other type of contact with children?		

If you answered YES to one or more of the above questions, the position **is a child-related position.**

The Relevant Organisation is required to undertake the recruitment and screening process as outlined in Annexure C, including conducting interviews and reference checks.

Relevant Organisations must also meet the requirements of the relevant state or territory WWCC laws.



Appendix 2: Interview Requirements and Sample Questions

- The interview process is a very important step in selecting the right people for your organisation and in identifying any people that may pose a risk of harm to children.
- An open-ended style of behavioural-based questioning will give insights into the applicant's values, attitudes and understanding of professional boundaries and accountability.
- All applicants should be informed during the interview that referees will be contacted as part of any final selection process.

Questions that MUST be asked

- Would you please tell us about your beliefs and values in relation to working with children?
- Would you please tell us about your awareness and understanding of child protection?
- Would you please tell us about your professional experience, competencies, and qualifications in relation to working with children?
- What boundaries are important when working with children?
- Have you ever had any disciplinary action taken against you in relation to you working with children?

Additional Questions (for positions that work predominately with children) that MAY be asked

- What do you find most rewarding about working with children?
- What do you find most challenging about working with children?
- How would you handle a child that is behaving in a manner that is disruptive in a group setting?
- How do you think your peers, supervisors and referees would describe the way you work with children?
- Are there any children whom you would not wish to work with and, if so, why?
- How would you deal with a child who is acting aggressively?
- Have you ever lost your temper working with children? What was the trigger for this? What was the outcome?
- How would you respond to a child who disclosed they were being subjected to abuse?
- A parent of a child attending your service wants someone from the organisation to care for their child out of hours. What would be your response to this request?
- What would you do if you thought another staff member or volunteer had harmed or was harming a child?
- What would you do if you thought a child was being abused at home?
- Can you tell us about children you have found challenging to work with? What strategies do you use to handle challenging behaviour?
- How would you handle a child that appears sad and refuses to participate in activities?

Take notice of your own thoughts and feelings when interacting with the applicant. Ask for more information if the applicant does not provide sufficient information in his or her responses.

Red Flags include, but are not limited to:

- unexplained lengthy gaps in employment history
- strange or inappropriate questions / statements about children
- expresses an interest in spending time alone with children / in working with children of a particular age or gender
- excessive interest in child photography
- being evasive or inconsistent in responding to questions.



Appendix 3: Reference Check Requirements and Sample Questions

- The purpose of seeking references is to obtain objective and factual information to support appointment decisions.
- Ask the same questions of each referee.
- When contacting the referee, identify yourself and your position, give the name of the candidate and the reason for your call.
- Before asking questions, describe the job and the competencies that you are seeking.

Questions that MUST be asked

- Are you related to the applicant? (Please note, if the person answers yes, you cannot proceed with this referee check and another referee needs to be obtained from the applicant).
- In what capacity have you known the applicant and for what length of time? (Please note, if less than 12 months another referee should be obtained from the applicant)
- How would you describe the personal character of the applicant?
- Would you have any concerns about this applicant working with or being in contact with children?
- How does the person respond to supervision/oversight?
- In your time working with the applicant, was there anything that led you to believe that this applicant is not suitable to work with or be in contact with children?
- To your knowledge, has this person ever been involved with the abuse or neglect of children?

The panel should consider the validity of the referees by reflecting on the following questions:

- What is the relationship between the referee and the applicant?
- Has the referee known the applicant in a professional capacity and if so when and for how long?
- Is the referee able to provide relevant information about the applicant's work history and performance?
- Has the referee observed the applicant demonstrating the skills and knowledge required for the position?

Red Flags include, but are not limited to:

- A reluctant referee
- A referee who does not know (or appear to know) the applicant well
- Information that the referee will not provide
- Information that differs from the applicant's account
- Evasive or convoluted responses
- Referees that would not re-hire the applicant
- Referees that cannot be contacted
- Referees that were not informed they would be used.

Olympic Winter Institute of Australia
NATIONAL INTEGRITY FRAMEWORK

IMPROPER USE OF DRUGS AND MEDICINE POLICY

Commencement date: 12 September 2022

Policy to be reviewed by Sport Integrity Australia: September – December 2022



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SUMMARY

- There is an increasing concern about the improper use of drugs and medicine in sport.
- The Olympic Winter Institute of Australia (OWIA) is committed to the health, safety, and wellbeing of Relevant Persons and to providing a safe and clean environment for Participants in Winter Sport, including by ensuring that science and medicine services are provided to athletes by appropriately qualified and supervised staff that are subject to the National Integrity Framework.
- Illegal Drugs represent a widespread community problem and can pose a serious health issue for individuals. OWIA is aware of the availability and the prevalence of use of Illegal Drugs and seeks to deter Relevant Persons from the use of such substances.
- The use of Illegal Drugs has a significant impact on the culture of sporting environments and the performance of individuals. Such use also brings Participants, OWIA and Winter Sport into disrepute and does not provide a positive example for members of the community that may view our athletes as role models.
- The purpose of this Policy is to provide a framework to:
 - address and deter any unlawful distribution and use of Illegal Drugs in connection with Winter Sport;
 - aim to reduce the harm caused by Illegal Drugs to Relevant Persons and the broader community;
 - ensure that appropriately qualified personnel are appointed to provide science and medicine services to athletes within Winter Sport; and
 - ensure that injections are only administered to athletes within Winter Sport as part of appropriate medical treatment.
- The Australia Institute of Sport (AIS) leads the sport sector in best practice for Sport Science and Sport Medicine and works collaboratively with Sport Integrity Australia in relation to compliance with policy and standards relating to Sport Science and Sport Medicine.

1. Definitions

Defined terms not otherwise defined in this Policy have the meaning given to them in the National Integrity Framework. In this Policy, the following words have the corresponding meaning:

AIS Sports Science Sports Medicine Practitioner Minimum Standards mean the mandatory minimum standards for sports science and sports medicine staff and contractors engaged to deliver services in those disciplines as published and amended by the AIS from time to time and available [here](#).

Chief Medical Officer is the Medical Practitioner appointed by OWIA to advise and lead medical services for Winter Sport.¹

Health Professional means a person who is listed as a health professional with the Australian Health Practitioner Regulatory Agency.

Health Professional authorised to administer injections means a Health Professional who is permitted under their registration and scope of practice to perform an injection. This may include Medical Practitioners, pharmacists, dentists, nurses, and paramedics currently registered with the relevant professional board in that field.

Illegal Drug means any substance listed under Schedule 9 and 10 of the current Commonwealth Poisons Standard, as well as any substance listed in [Schedule 1 of the Criminal Code Regulations 2019 \(CT\)](#), as well as those substances howsoever proscribed under relevant state or territory legislation, as amended from time to time.

¹ This Policy does not require OWIA to appoint a Chief Medical Officer, however OWIA will still be required to fulfil some of the corresponding duties of a Chief Medical Officer as specifically detailed in this Policy if one is not appointed.

Medical Practitioner means a person registered in the medical doctor category by the Australian Health Practitioner Regulation Agency with no restrictions on practice.

Medications include substances that are classified by the Therapeutic Goods Administration (TGA) as a therapeutic good (listed under Schedules 1-8 of the current Commonwealth Poisons Standard), which are ingested, infused, inhaled, injected, inserted, or absorbed by the human body. They may take the form of pills, tablets, capsules, liquids, creams, gels, injectable liquids, sprays, adhesive patches, infusions, inhaled powders, vapours or liquids, pessaries, or suppositories.

Policy means this Improper Use of Drugs and Medicine Policy.

Possession means the actual, physical Possession, or the constructive Possession of an Illegal Drug².

Prohibited Conduct means conduct proscribed at clause 4.1 of this Policy.

Relevant Athlete means:

- (a) International-Level Athletes – which means Athletes who compete in sport at the international level, as determined by each International Federation, consistent with the International Standard for Testing and Investigations;
- (b) National-Level Athletes – which means:
 - i. an Athlete in the Sport Integrity Australia CEO’s Registered Testing Pool, National Testing Pool, or Domestic Testing Pool; or
 - ii. an Athlete who participates in or prepares for a sporting event or sporting competition declared under clause 1.05A of the NAD scheme and published on the Sport Integrity Australia website.

Relevant Personnel means:

- (a) Coaches;
- (b) Employees;
- (c) Medical Practitioners;
- (d) Officials;
- (e) Sports Science Sports Medicine Personnel;
- (f) Support Personnel; and
- (g) Any other person who has agreed to be bound by this Policy (other than an Athlete).

Supplement includes any synthetic or natural chemical in the form of a formulated food, a tablet, capsule, gummy, liquid, tincture, or powder that is ingested, infused, inhaled, injected, inserted, or absorbed by the human body for the intended purpose of enhancing health and function, including athletic performance. This includes Dietary Supplements and Non-Compliant Supplements³. Supplements fall into three main categories as per the [OWIA Supplement Policy](#): sports foods, medicinal supplements and performance supplements.

Dietary Supplement includes any supplement which is ingested and is compliant with the Australia New Zealand Food Standards Code or the Therapeutic Goods Act.

² Constructive possession refers to a situation where a Relevant Person has no hands-on custody of Illegal Drugs but has knowledge of the location of Illegal Drugs and the ability to exercise control/or a degree of control over them. For example, if the Relevant Person have drugs stored in a safety deposit box. Whilst the Relevant Person does not have actual physical custody of the Illegal Drugs, they have knowledge of the location of the Illegal Drugs and the ability to exercise control over them. Thus, under the legal doctrine of constructive possession, the Relevant Person is still considered in possession of the contents of their safety deposit box.

³ Sport Integrity Australia advises that no supplement is free from anti-doping risk.

Non-Compliant Supplement includes any supplement which is not a compliant medicine or food. Foods which are compliant with the Australia New Zealand Food Standards Code are excluded. Medicines which are compliant with the Therapeutic Goods Act are excluded.

Traffic/Trafficking means selling, giving, transporting, sending, delivering or distributing (or Possessing for any such purpose) an Illegal Drug (either physically or by any electronic or other means) by a Relevant Person to any third party; provided, however, this definition shall not include the actions of a “bona fide” Medical Practitioner involving an Illegal Drug used for genuine and legal therapeutic purposes or other acceptable justification.

TUE or Therapeutic Use Exemption means an exemption that allows an athlete to use, for therapeutic purposes only, an otherwise prohibited substance or method (of administering a substance).

Use means the utilisation, ingestion, injection, or consumption by any means whatsoever of any Illegal Drug.

Winter Sport means those disciplines that are supported by OWIA programs at any given point in time.

2. Jurisdiction

This Policy applies to:

- (a) Relevant Persons; and
- (b) Relevant Organisations.

3. Obligations

3.1 Illegal Drugs

Relevant Persons must not Use, Possess or Traffic Illegal Drugs.

3.2 Sport Science and Sport Medicine Personnel

OWIA must, in the sports science and sports medicine fields:

- (a) only employ, or engage in a voluntary capacity, those individuals who:
 - (i) comply with the AIS Sports Science Sports Medicine Practitioner Minimum Standards; or
 - (ii) are a Chiropractor, Nurse, Osteopath or Paramedic who is registered with the Australian Health Practitioners Regulation Agency; and
 - (iii) to work with Relevant Athletes;
- (b) employ or engage such individuals under a written document, which must incorporate compliance with the AIS Sports Science Sports Medicine Practitioner Minimum Standards as an obligation imposed on the relevant individual; and
- (c) ensure that educational or vocational qualifications, or applicable professional registrations, of all such individuals are verified, checked, and recorded on commencement and renewal of contracts.

3.3 Medication

- (a) For Medications requiring a prescription, a Relevant Athlete must only use Medication prescribed to them personally and in the manner directed by a Medical Practitioner.
- (b) Relevant Athletes should refer to Global DRO website [here](#) or the Sport Integrity Australia App to assist them to determine whether Medications (prescription and non-prescription) are permitted for use in sport, have conditions associated with their use in sport or are prohibited. Medications with conditions or which are prohibited may be able to be taken if a TUE is sought and granted.

- (c) OWIA requires all Relevant Athletes to determine if they need an in-advance or retroactive TUE by referring to the Sport Integrity Australia website here. Once determined the Relevant Athlete should comply with the relevant requirements.
- (d) Relevant Athletes must not use expired Medication.

3.4 Injections

- (a) Relevant Personnel or Relevant Athletes with a documented medical condition requiring the possession of injection equipment must notify the Chief Medical Officer or nominated person of their condition, and subsequently be listed on the OWIA self-injection register.
- (b) If a Relevant Athlete is unable to self-inject (for example due to age, impairment, or incapacity) then a carer⁴ may also be listed on the self-injection register.
- (c) Relevant Personnel and Relevant Athletes must not be in possession of any hypodermic needles or other injection equipment, unless:
 - (i) the individual is a Health Professional authorised to administer injections; or
 - (ii) the individual's possession has been authorised by the Chief Medical Officer or other Medical Practitioner and is listed on the OWIA self-injection register
- (d) Relevant Athletes must not self-inject any substance unless authorised to do so by the Chief Medical Officer or other Medical Practitioner for the treatment of a documented medical condition.
- (e) Subject to clause 3.4(b), Relevant Athletes must not allow any person other than a Health Professional authorised to administer injections or authorised carer to administer an injection to them. Any such injection must only be administered by a Health Professional authorised to administer injections or the authorised carer for a purpose permitted under this Policy.
- (f) Relevant Personnel must only administer injections to Relevant Athletes if:
 - (i) the Relevant Personnel is a Health Professional authorised to administer injections or is an authorised carer for the Relevant Athlete;
 - (ii) the injection is for a purpose permitted under this Policy; and
- (g) For the purposes of clauses 3.4(e) and (f), the only purposes permitted under this Policy are where an injection is medically required for:
 - (i) vaccination purposes;
 - (ii) treatment of a documented medical condition; or
 - (iii) investigation of a suspected medical condition.
- (h) Relevant Athletes must ensure that at all times they meet injecting requirements as stipulated by the WADA Intravenous Infusion and/or Injections Guidelines

Please refer to [OWIA's Injection Policy](#) for further information and details.

3.5 Supplements

- (a) OWIA recognises that Dietary Supplements may be taken by Relevant Athletes and is committed to establishing a best practice approach and documented procedure for the use of [Supplements](#), with a focus on safety and evidence-based use, given the risk that Supplements may contain substances included on the Prohibited List or substances harmful to a Relevant Athletes health and/or sporting performance.
- (b) OWIA acknowledges the value of accredited third-party batch-testing programs to reduce the risk of Supplements containing substances included on the Prohibited List. OWIA warns that there is no guarantee that

⁴ Carers who are not the Relevant Athlete's parent or guardian must still obtain prior consent from a parent or guardian where required to do so by law or policy, including under the Child Safeguarding Policy.

any Supplement is safe from prohibited substances, despite any claims made by Supplement manufacturers or clearance by third party batch-testing companies.

- (c) OWIA adopts the AIS Sport Supplement Framework, which classifies Supplements into four categories according to their effectiveness, safety and current status on the Prohibited List and is available [here](#).
- (d) Supplements may only be used by Relevant Athletes in accordance with:
 - (i) this Policy; and
 - (ii) any documented procedure for the use of Supplements, as adopted by OWIA from time to time;
- (e) Relevant Personnel must not supply or provide Non-compliant Supplements to a Relevant Athlete.

Please refer to [OWIA's Supplement Policy](#) for further information and details.

4. Prohibited Conduct

4.1 Prohibited Conduct of Relevant Persons

A Relevant Person commits a breach of this Policy when they:

- (a) subject to clause 8.1:
 - (i) are convicted of any breach of a relevant state or territory or Commonwealth law relating to or involving an Illegal Drug; or
 - (ii) facilitate, administer, assist, aide, abet, encourage, induce, cover up or are in any way complicit in a breach of clauses 4.1(a)(i), 4.2 or 4.3; or
- (b) fail to report the matters outlined in clause 5.2.

4.2 Prohibited Conduct of Relevant Athletes

A Relevant Athlete commits a breach of this Policy when they:

- (a) use prescription or over the counter Medication in an unlawful manner; or
- (b) do not comply with clauses 3.4(c), 3.4(d), or 3.4(e).

4.3 Prohibited Conduct of Relevant Personnel

A Relevant Personnel commits a breach of this Policy when they:

- (a) do not comply with clause 3.4(c) or 3.4(f);
- (b) do not comply with clause 3.5(e); or
- (c) facilitate, assist, aide, abet, encourage, cover up or are in any way complicit in a breach of clause 4.3(b).

4.4 Prohibited Conduct of Relevant Organisations

A Relevant Organisation commits a breach of this Policy when they:

- (a) fail to report the matters outlined in clause 5.2; or
- (b) facilitate, assist, aide, abet, encourage, cover up or are in any way complicit in a breach of clause 4.2 or 4.3.

5. Additional Obligations

5.1 No publishing or transmitting certain Illegal Drug content

Relevant Persons must not publish or transmit any content (e.g., a video showing Illegal Drugs being used) that advocates, condones, or encourages the involvement in or the Use of Illegal Drugs.

5.2 Reporting

Relevant Persons and Relevant Organisations must report any criminal activity or conduct that may amount to Prohibited Conduct under this Policy to Sport Integrity Australia and to any other entity as required by law.

6. Complaints, Disputes & Discipline Policy

The Complaints, Disputes and Discipline Policy applies to any alleged Prohibited Conduct, including reports of breaches, of this Policy.

7. National Integrity Framework

The National Integrity Framework applies to this Improper Use of Drugs and Medicine Policy. When interpreting this Policy, any provisions inconsistent with the National Integrity Framework apply to the extent of that inconsistency.

8. Other Matters

8.1 Legitimate therapeutic purpose

If an Illegal Drug has been lawfully and properly prescribed by a Medical Practitioner for a legitimate therapeutic purpose and evidence can be provided to that effect, then neither the act of prescribing the Illegal Drug by the Medical Practitioner nor the Use or Possession of the Illegal Drug by a Relevant Person in accordance with that prescription will constitute a breach of this Policy.

8.2 Patient confidentiality

For the avoidance of doubt, nothing in this Policy or the National Integrity Framework shall operate to override the patient confidentiality requirements of professional ethics for health practitioners registered with the Australian Health Practitioner Regulation Authority.

8.3 Lifesaving medical treatment

For the avoidance of doubt, lifesaving medical treatment should not be withheld. Provision of lifesaving medical treatment will not constitute a breach of this Policy.

8.4 Support

The OWIA may refer a Relevant Person for medical assessment and education where there are reasonable grounds for doing so and may determine, and grant, any associated financial support to a Relevant Person, if any.

Olympic Winter Institute of Australia

NATIONAL INTEGRITY FRAMEWORK

COMPETITION MANIPULATION AND SPORTS WAGERING POLICY

Commencement date: 12 September 2022

Policy to be reviewed by Sport Integrity Australia: September – December 2022



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SUMMARY

The manipulation of sporting competitions and related activities undermines the integrity of sport.

Manipulating sporting competitions can be a crime and punishable by law.

This Policy prescribes prohibited conduct which constitutes a breach, as well as offences which must be reported to the Olympic Winter Institute of Australia (OWIA).

Through this Policy, OWIA aims to ensure that its core values, good reputation and positive behaviours and attitudes are maintained.

1. Definitions

Defined terms not otherwise defined in this Policy have the meaning given to them in the National Integrity Framework. In this Policy the following words have the corresponding meaning:

Benefit means any advantage and is not limited to property.

Inside Information means any information connected to the conduct, management or organisation of a sporting event that is not generally available and if it were generally available, the information, would, or would be likely to, influence a person's decision to bet on the sporting event or in making any other betting decision.

Policy means this Competition Manipulation and Sport Wagering Policy.

Prohibited Conduct means conduct proscribed by clause 3 of this Policy.

Wagering Service Provider means any company or other undertaking that promotes, brokers, arranges or conducts any form of wagering activity in relation to Winter Sport in Australia.

Winter Sport means those disciplines that are supported by OWIA programs at any given point in time.

2. Jurisdiction

This Policy applies to:

- (a) Relevant Persons; and
- (b) Relevant Organisations.

3. Prohibited Conduct

3.1 Prohibited Conduct

A Relevant Person commits a breach of this Policy when they, either alone or in conjunction with another or others, engage in any of the following conduct:

- (a) participate (whether by act or omission) in improperly altering the result or the course of an Activity in order to remove all or part of the unpredictable nature of the Activity to obtain a Benefit for themselves or others by:



- (i) the direct, pre-meditated or planned interference with the natural course of an Activity or element of an Activity¹;
 - (ii) providing modified or false information related to an athlete's identity or personal information;
 - (iii) intentionally modifying playing surfaces, equipment or athlete's physiology to improperly influence the natural course of the event²; or
 - (iv) providing or receiving any Benefit that might reasonably be expected to bring the Relevant Person, OWIA, or Winter Sport into disrepute;
- (b) bet, or enter into any other form of financial speculation on any Activity, or on any incident or occurrence in an Activity, connected with OWIA, whether or not they are participating in the Activity. For the avoidance of doubt:
- (i) any bets placed by a betting syndicate or group, such as a 'punter's club', of which the Relevant Person is a member;
 - (ii) an interest in any bet, including having someone else place a bet on their behalf; or
 - (iii) allowing another person to place a bet using a Relevant Person's account, shall be treated as if the bet was placed by the Relevant Person as an individual;
- (c) facilitate or assist with the making of a bet on any Activity or part of any Activity including communicating in any way, such as by using a mobile phone, computer or other electronic or other device, information that might give another person an unfair advantage if they were to engage in betting related to that information, other than as required as part of their official duties;
- (d) disclose Inside Information, other than as required as part of their official duties;
- (e) accept a Benefit to incite, cause or contribute to any breach of this Policy;
- (f) facilitate, assist, aid, abet, encourage, induce, cover-up or be complicit in any Prohibited Conduct;
- (g) attempt to engage in any conduct which would be Prohibited Conduct if successful; or
- (h) fail to promptly report to the OWIA's National Integrity Manager any of the matters listed in clause 4.1(a) and (b).

4. Obligations

4.1 Reporting

- (a) A Relevant Person must, where permitted by law, promptly notify the OWIA's National Integrity Manager if he or she:
- (i) is interviewed as a suspect, charged, or arrested by a law enforcement body in respect of conduct that falls with the definition of Prohibited Conduct;
 - (ii) has been approached by another person to engage in Prohibited Conduct;

¹ Examples may include, but not limited to, intentionally conceding points, pre-arranging the outcome of a competition, deliberate underperformance (also known as 'tanking') in any manner (through selections or not playing to a person's merits), influencing athlete selections and strategy, or intentional unfair or incorrect officiating

² For the avoidance of doubt, this does not include any matters dealt with under other relevant policies relating to anti-doping, eligibility, gender identity or selection criteria.



- (iii) knows or reasonably suspects that another person has engaged in Prohibited Conduct, or has been approached to engage in Prohibited Conduct; or
 - (iv) has received or is aware or reasonably suspects that another person has received, actual or implied threats of any nature in relation to any past or proposed Prohibited Conduct.
- (b) A Relevant Person has a continuing obligation to report any new knowledge or suspicion regarding any Prohibited Conduct under this Policy, even if the Relevant Person's prior knowledge or suspicion has already been reported.
- (c) Notification by a Relevant Person under this clause 4.1 may be made verbally or in writing by the Relevant Person and may be made anonymously if there is a genuine concern of reprisal. A Relevant Person who makes a report anonymously is responsible for keeping a record that will allow them to confirm that they have met their obligations under clause 4.1(a).
- (d) The OWIA and Relevant Persons should be aware of relevant Commonwealth, State and Territory legal requirements to report criminal activity in relation to the manipulation of sporting competitions (match-fixing) and Inside Information.

4.2 Information sharing

- (a) OWIA and Sport Integrity Australia may share information (including Personal Information as defined in the *Privacy Act 1988* (Cth)) at any time relating to Relevant Persons or Relevant Organisations with Wagering Service Providers, law enforcement agencies, government agencies or other sporting organisations to prevent, identify and investigate alleged Prohibited Conduct.
- (b) OWIA must share the following information with Sport Integrity Australia:
- (i) Any notification received from a Relevant Person under clause 4.1; and
 - (ii) Any information received from Wagering Service Providers under clause 4.3.
- (c) In sharing information, OWIA will remain bound by the legal obligations contained in the *Privacy Act 1988* (Cth) and OWIA's Privacy Policy.

4.3 Monitoring by Wagering Service Providers

- (a) Relevant Persons must disclose information to OWIA and Sport Integrity Australia regarding all of their commercial agreements, interests, and connections with Wagering Service Providers. For the avoidance of doubt, this does not include the disclosure of accounts that Relevant Persons may hold with Wagering Service Providers.
- (b) OWIA will work with Wagering Service Providers to ensure the ongoing integrity of Activities under the auspices of OWIA and Winter Sport Organisations.
- (c) OWIA or Sport Integrity Australia may request Wagering Service Providers to monitor and conduct regular audits of their databases and records to monitor the incidents of suspicious betting transactions (including single or multiple betting transactions or market fluctuations) that may indicate or tend to indicate that Relevant Persons have engaged in Prohibited Conduct under this Policy.
- (d) To enable the Wagering Service Provider to conduct such audits, OWIA may, from time to time and subject to any terms and conditions imposed by OWIA (including in relation to confidentiality and privacy), provide to Wagering Service Providers details of Relevant Persons who are precluded by this Policy from engaging in Prohibited Conduct.
- (e) Wagering Service Providers may provide OWIA with regular written reports on incidents of suspicious betting transactions (including single or multiple betting transactions or market fluctuations) that may indicate or tend to indicate that Relevant Persons have engaged in Prohibited Conduct.
- (f) All requests for information or provision of information by Sport Integrity Australia, OWIA or a Wagering Service Provider shall be kept strictly confidential and shall not be divulged to any third party or otherwise made use of, except where required by law or by this Policy, is permitted by OWIA or Wagering Service Provider, or where information is already in the public domain other than because of a breach of this Policy.

4.4 Sponsorship within Winter Sport

- (a) A Relevant Person or Relevant Organisation must not:
- (i) enter into any form of commercial arrangement with a Wagering Service Provider;
 - (ii) induce, advertise or promote betting on an Activity, without the prior written permission of OWIA; or
 - (iii) promote or endorse a Wagering Service Provider.

For the avoidance of doubt, clause 4.4(i) and (iii) do not apply to Authorised Providers who are in partnership with a Wagering Service Provider, so long as the Authorised Provider declares that association to OWIA prior to conducting any Activities sanctioned by OWIA and does not, in the course of conducting any such Activities, promote or endorse its Wagering Service Provider in association with the OWIA.

5. Complaints, Disputes & Discipline Policy

The Complaints, Disputes and Discipline Policy applies to any alleged Prohibited Conduct, including reports of breaches of this Policy.

6. National Integrity Framework

The National Integrity Framework applies to this Competition Manipulation and Sport Wagering Policy. When interpreting this Policy, any provisions inconsistent with the National Integrity Framework apply to the extent of that inconsistency.

Olympic Winter Institute of Australia
NATIONAL INTEGRITY FRAMEWORK

COMPLAINTS, DISPUTES AND DISCIPLINE POLICY

Commencement date: 12 September 2022

Policy to be reviewed by Sport Integrity Australia: September – December 2022

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1. Introduction

The Complaints, Disputes and Discipline Policy:

- is a collaboration between the Olympic Winter Institute of Australia (OWIA), Sport Integrity Australia and the National Sports Tribunal that will provide an independent, transparent, and fair complaint management system for all involved in OWIA Activities.
- sets out the process for resolving complaints and disciplinary action arising from an individual or organisation engaging in prohibited conduct under the National Integrity Framework and associated integrity policies including child safeguarding, member protection, competition manipulation, sports wagering and misuse of drugs and medicine.
- only manages complaints in relation to the National Integrity Framework and does not manage complaints in relation to eligibility, nomination and selection (including nomination by Winter Sports and selection by the AOC of Athletes, Coaches or Officials to participate in and compete at the Olympic Winter Games or Winter Youth Olympic Games), competition-related rules, personal grievances, code of conduct or governance matters.

For the avoidance of doubt, the *AOC Nomination and Selection By-Law* (as amended from time to time) sets out the process under which Winter Sports may nominate and the AOC may select Athletes, Coaches or Officials to participate in and compete at the Olympic Winter Games or Winter Youth Olympic Games.

The Complaints, Disputes and Discipline Policy has been designed to ensure sport integrity related complaints are dealt with efficiently and effectively and that all involved in OWIA Activities have confidence that prohibited conduct will be managed via the most appropriate resolution and discipline mechanism.

2. Definitions

Alleged Breach has the meaning given in clause 3.2.

Alternative Dispute Resolution is a collective term for processes, such as mediation, to resolve disputes without the need for litigation that will be applied to resolve the alleged breach in accordance with clause 5.5.

Appeals Tribunal means the appeals tribunal established under clause 9, being either the NST Appeals Division or an Internal Tribunal as provided in this Policy.

Arbitration means the hearing and binding determination of a dispute conducted by a Hearings Tribunal or Appeals Tribunal.

Complaint means a formal notification of a complaint relating to Prohibited Conduct by a Respondent of an Eligible Policy.

Complaints Process means the process of handling and resolving a Complaint under this Policy from the point where the Complaint is received to the finalisation of the Resolution Process.

Complainant means a person who or an organisation which makes a Complaint about an Alleged Breach by a Respondent in accordance with this Policy.

Disciplinary Action means disciplinary action as set out in the Resolution Process.

Eligible Policies means the following OWIA sports integrity-related policies adopted under the National Integrity Framework:

- (a) Child Safeguarding Policy;
- (b) Competition Manipulation and Sport Wagering Policy;
- (c) Improper Use of Drugs and Medicine Policy;
- (d) Member Protection Policy; and
- (e) National Integrity Framework.

Employment Matter means a Complaint directly relating to allegations concerning an Employee acting in the course of their employment duties.

Hearings Tribunal means the first instance tribunal established under clause 8.1, being either the NST General Division or an Internal Tribunal as provided in this Policy.

Legal Practitioner is a person holding a current practising certificate as a lawyer or barrister in any Australian jurisdiction.

OWIA Complaint Manager means the person appointed by OWIA under clause 3.11 to manage Complaints under this Policy.

NST means the National Sports Tribunal.

NST Eligible Matter means an Alleged Breach that is a kind of dispute¹ that falls within the jurisdiction of the NST.

NST Excluded Matter means an Alleged Breach that is a kind of dispute that is expressly excluded from the NST's jurisdiction.

NST Legislation means the *National Sports Tribunal Act 2019* (Cth) (**NST Act**) and all legislative and notifiable instruments adopted under the NST Act².

Personal Grievance means any form of grievance between two or more people (including individuals and bodies corporate) that does not concern or allege a breach of an Eligible Policy.

Policy means this Complaints, Disputes and Discipline Policy, including any schedules and annexures.

Prohibited Conduct means conduct described as such in an Eligible Policy.

Provisional Action has the meaning given in clause 5.6.

Protected Disclosure means, where a Sport Organisation is a "regulated entity"³ under the whistleblower laws⁴ in the *Corporations Act 2001* (Cth), a disclosure of information to the Sport Organisation that qualifies for protection under those laws⁵.

Relevant Organisation has the meaning given in the National Integrity Framework.

Relevant Person has the meaning given in the National Integrity Framework.

Resolution Process means the chosen process for resolving an Alleged Breach under this Policy, including a Breach Offer.

Respondent means the person/s or organisation/s against whom a Complaint has been made.

Sanction means a sanction imposed on a Respondent for breaching an Eligible Policy in accordance with clause 7.5.

Sport Integrity Australia means the non-corporate Commonwealth entity of that name established by the *Sport Integrity Australia Act 2020* (Cth).

Vulnerable Person means a person who is (a) under the age of 18; or (b) aged 18 or over, but is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation, by reason of age, illness, trauma or disability, or any other reason.

¹ See NST Legislation for more information.

² Such as the *National Sports Tribunal Rule 2020* (Cth), *National Sports Tribunal (Practice and Procedure) Determination 2020* (Cth), *National Sports Tribunal Act 2019 - Principles for Allocating a Member to a Dispute 2020* (Cth), or such other legislative instruments issued under the NST Act from time to time.

³ Refer to section 1317AAB of the [Corporations Act 2001](#) (Cth).

⁴ As above, Part 9.4AAA.

⁵ As above, s 1317AA.

Whistleblower Policy means a policy which is compliant with the requirements of section 1317AI (1) of the *Corporations Act 2001* (Cth).

Winter Sport means those disciplines that are supported by OWIA programs at any given point in time.

3. Preliminary Matters

3.1 What is a Complaint?

A Complaint means a complaint lodged with Sport Integrity Australia in accordance with clause 4.1 of this Policy.

3.2 What is an Alleged Breach?

An Alleged Breach is an allegation or information that a Relevant Person or Relevant Organisation (including OWIA where appropriate) has engaged in Prohibited Conduct under an Eligible Policy but does not include a Complaint that falls under clause 3.3(a).

3.3 What is not an Alleged Breach?

- (a) An Alleged Breach does not include an allegation or information:
 - (i) that does not relate to Prohibited Conduct under an Eligible Policy;
 - (ii) that constitutes a Protected Disclosure;
 - (iii) that is solely a Personal Grievance;
 - (iv) that is mischievous, vexatious, or knowingly untrue;
 - (v) that has been the subject of a previous complaint; or
 - (vi) where the Respondent is excluded by clause 3.5.
- (b) A Complaint is not excluded from being an Alleged Breach by clause 3.3(a)(v) if the Complaint contains additional information and evidence that was not known at the time of the original Complaint.

3.4 Who can be a Complainant?

A Complainant can be any person or organisation, including OWIA or Relevant Organisation, who has information that an Alleged Breach of an Eligible Policy has occurred.

3.5 Who can be a Respondent?

- (a) A Respondent must be a Relevant Person or a Relevant Organisation who is bound by the Eligible Policy they are alleged to have breached.
- (b) In accordance with clause 2.1(e) of the National Integrity Framework, a person or organisation who was bound by the Eligible Policy that they are alleged to have breached at the time they allegedly committed the breach who would otherwise cease to have been bound by that Eligible Policy may still be a Respondent if they were bound by the Framework at the time when they became aware that a complaint may be made against them.
- (c) Once a Complaint has been made under this Policy, the Respondent will continue to be bound by this Policy and the relevant Eligible Policy/ies in respect of that Complaint and any related complaint until the Complaints Process has been finalised.
- (d) A Respondent cannot be a person or organisation that OWIA has no jurisdiction over.

3.6 Standard of Proof

- (a) Unless otherwise specified, the standard of proof that applies to all decisions made under this Policy (including by a Hearings Tribunal) is "balance of probabilities".

- (b) Where a Respondent has been convicted or found guilty in a criminal, disciplinary or professional proceeding of engaging in conduct which would be a breach of an Eligible Policy, the Respondent is deemed under this Policy to have committed Prohibited Conduct without requiring further investigation.

3.7 Confidentiality

- (a) All Complaints (and all information disclosed in relation to them), including the outcomes of any Resolution Process, will be kept confidential by Sport Integrity Australia, OWIA, and Relevant Organisations and will not be disclosed to any third parties, except as provided in this clause.
- (b) Sport Integrity Australia may make the following disclosures:
- (i) to OWIA and AOC in accordance with this Policy;
 - (ii) to the parties to a Complaint (Respondent and the Complainant) to ensure a fair process;
 - (iii) to any person to facilitate the proper handling of the Complaint under this Policy;
 - (iv) in accordance with clause 5.1, where a Complaint is determined to not be an Alleged Breach under this Policy;
 - (v) to the employer of a Respondent, where Sport Integrity Australia considers it reasonably necessary to allow the employer to take action under and in accordance with the Respondent's employment relationship with the employer;
 - (vi) to external agencies so they can deal with the alleged conduct (e.g., law enforcement agencies, government or regulatory authorities, a child protection agency);
 - (vii) to:
 - (A) Relevant Organisations; or
 - (B) Relevant Persons,
 to inform them of relevant Sanctions or Provisional Actions imposed;
 - (viii) in accordance with clause 3.8, where a Sanction is to be publicly disclosed;
 - (ix) to any third party, including foreign sporting bodies, law enforcement agencies and government or regulatory authorities, for the primary purpose of:
 - (A) preventing or lessening a risk to the safety, health, or wellbeing of a person; or
 - (B) protecting children participating in a sport; or
 - (C) protecting the safety of participants in a sport;
 - (x) in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia; and
 - (xi) as required by law, any court or the NST.
- (c) OWIA can make the following disclosures:
- (i) to the parties to an Alleged Breach (Respondent and the Complainant) in relation to the Resolution Process;
 - (ii) to the employer of a Respondent, in accordance with clause 5.6(d)5.5(e) or as otherwise necessary to allow the employer to take action under and in accordance with the Respondent's employment relationship with the employer where:
 - (A) one or more other employees of the Respondent's employer may be at risk of suffering harm; or
 - (B) the employer may be in breach of an applicable law by failing to take action in relation to the Respondent;
 - (iii) to any person to facilitate the proper handling of the Alleged Breach, including any Provisional Action under this Policy;
 - (iv) to external agencies so they can deal with the alleged conduct (e.g., law enforcement agencies, government or regulatory authorities, a child protection agency);
 - (v) to:

- (A) AOC;
 - (B) Relevant Persons; or
 - (C) other Relevant Organisations,
- to inform them of relevant Sanctions or Provisional Actions imposed;
- (vi) in accordance with clause 3.8, where a Sanction is to be publicly disclosed;
 - (vii) to any third party for the primary purpose of:
 - (A) preventing or lessening a risk to the safety, health, or wellbeing of a person; or
 - (B) protecting children participating in a sport; or
 - (C) protecting the safety of participants in a sport; and
 - (viii) as required by law, any court or the NST.

3.8 Public disclosure of Sanctions

- (a) Where an Alleged Breach is found to have been substantiated and Sanctions are imposed, Sport Integrity Australia may give a direction to OWIA that the Sanctions imposed are to be publicly disclosed where Sport Integrity Australia reasonably considers that this is necessary to give full effect to the Sanctions. The direction will include the period for which the Sanction is to remain on the public register. Where the Sanctions are imposed by the NST the public disclosure of the Sanctions will be in accordance with the NST Legislation.
- (b) Sanctions that may be subject to a direction of public disclosure include, but are not limited to:
 - (i) Suspension from certain activities;
 - (ii) Removal of accreditation; and
 - (iii) Expulsion.
- (c) OWIA will maintain a register of persons subject to publicly disclosable Sanctions on its website. The public register will include the name of the individual or organisation being sanctioned, the Sanction imposed, and the period of the Sanction. OWIA will remove Sanctions from the public register when the period of disclosure directed by Sport Integrity Australia in accordance with clause 3.8(a) has expired.
- (d) Details of Breaches will not be published on OWIA's website, but where appropriate, may be disclosed to third parties (such as to the National Sport Organisation for another sport that the individual who committed the Breach is a member of) in accordance with clauses 3.7(c)(vi) and 3.7(c)(vii) (as applicable).
- (e) Sanctions will not be publicly disclosed until the Complaint has been finalised in accordance with clause 10.

3.9 Failure to cooperate

- (a) Subject to clause 3.9(c), persons bound by this Policy must cooperate fully with a Complaints Process they are involved in, including any Resolution Process chosen to resolve an Alleged Breach.
- (b) Subject to clause 3.9(c), Sport Integrity Australia, a Hearings Tribunal or an Appeals Tribunal may draw an inference adverse to the Respondent based on a Respondent's failure or refusal, after a request has been made in a reasonable time in advance, to answer any relevant question, provide relevant documentation, and/or participate in the Complaints Process. The Respondent must be made aware of such an inference being drawn in relation to any particular allegation forming part of an Alleged Breach.
- (c) No individual or organisation bound by this Policy is required to answer a question or provide information where to do so would be a breach of any applicable law, and no adverse inference (such as those in clause 3.9(b)) may be drawn where that individual or organisation discloses the relevant law.

3.10 Vulnerable Persons

- (a) Where a Complainant or Respondent is a Vulnerable Person, the parent or guardian of the Vulnerable Person may act on behalf of the Vulnerable Person and accompany them throughout the Complaints Process, including at any interview, Alternative Dispute Resolution process, or Hearings Tribunal or Appeals Tribunal.
- (b) Sport Integrity Australia, and OWIA will have regard to the guide entitled "Complaint Handling Guide: Upholding the rights of children and young people" issued by the National Office for Child Safety in managing Complaints

made on behalf of or involving Vulnerable Persons, currently available at [Complaint Handling Guide: Upholding the rights of children and young people \(pmc.gov.au\)](#), or such other guide that may replace it.

- (c) This clause is at all times subject to clauses 8.1(b) and 8.2(b) of this Policy and clause 15 of SCHEDULE 1.

3.11 Appointment of OWIA Complaint Manager

- (a) OWIA will appoint a person to be the OWIA Complaint Manager, who will be the person within OWIA with primary responsibility for managing OWIA's obligations under this Policy.
- (b) The OWIA Complaint Manager will be responsible for:
- (i) being the point of contact between OWIA and Sport Integrity Australia in relation to the functions of this Policy;
 - (ii) providing information to Sport Integrity Australia as required to enable Sport Integrity Australia to assess Complaints against the initial threshold questions, including membership details of the Complainant and/or Respondent and records of disciplinary history of the Respondent and any other relevant information; and
 - (iii) managing the Resolution Process as determined by Sport Integrity Australia.

3.12 Time limits

Where there is a time limit imposed by this Policy (other than a time limit relating to a Hearing Tribunal or Appeals Tribunal before the NST) and a person requests an extension to that time limit, Sport Integrity Australia or OWIA (as applicable) may at its discretion grant the extension, having regard to any relevant circumstances.

3.13 Management of Complaints

- (a) Sport Integrity Australia may, in managing any part of the Complaints Process, seek any assistance from the OWIA Complaint Manager and/or otherwise from OWIA as it deems appropriate. Such assistance may include undertaking aspects of the Complaints Process on Sport Integrity Australia's behalf.
- (b) Sport Integrity Australia will maintain oversight over any actions taken on its behalf under this Policy and will retain responsibility for all decisions to be made in relation to the Initial Threshold Questions, Provisional Action, findings, and determinations under clause 6.1, Sanctions, and directions relating to public disclosure of Sanctions.

4. How to Make a Complaint

4.1 Submitting a Complaint

- (a) A person, organisation, OWIA or a Relevant Organisation may submit a Complaint by completing the Complaint Form (found on the SIA website) and submitting it to Sport Integrity Australia as soon as reasonably possible following the Alleged Breach.
- (b) A Complaint Form may only be submitted on behalf of OWIA or a Relevant Organisation by the CEO or equivalent of the organisation.
- (c) A Complaint Form may be submitted by a parent or guardian on behalf of a Vulnerable Person.
- (d) A Complaint Form cannot be submitted anonymously.
- (e) Sport Integrity Australia will acknowledge receipt of the Complaint Form.

4.2 Withdrawing a Complaint

- (a) A Complainant may withdraw their Complaint at any time before Sport Integrity Australia makes a finding under clause 6.1.
- (b) Withdrawing a Complaint must be done by writing to Sport Integrity Australia from the same contact address used in the Complaints Form, or another contact address that has been previously notified to Sport Integrity Australia during the Complaints Process.

5. Complaint Assessment

5.1 Initial Threshold Questions/ Determining whether the Complaint is in-scope

- (a) Upon receipt of a Complaint Form, Sport Integrity Australia must initially determine whether:
 - (i) (if OWIA has a Whistleblower Policy) the Complaint is a Protected Disclosure, in which case it must be dealt with under the OWIA Whistleblower Policy;
 - (ii) the Complaint is solely a Personal Grievance;
 - (iii) the Complaint is not an Alleged Breach of an Eligible Policy;
 - (iv) the Complaint is mischievous, vexatious, or knowingly untrue;
 - (v) the Respondent is not an eligible Respondent as outlined in clause 3.5;
 - (vi) the Complaint is primarily an Employment Matter;
 - (vii) the Complaint relates to Prohibited Conduct under an Eligible Policy which also falls under another OWIA policy; or
 - (viii) the Complaint requires mandatory reporting to occur under Australian Child Protection Legislation or other laws, in which case Sport Integrity Australia must do so in accordance with the Child Safeguarding Policy⁶.
- (b) Subject to clause 5.1(e), if the Complaint falls within any of the circumstances set out in clause 5.1(a)(i) to (v), the process under this Policy is permanently discontinued.
- (c) If a Complaint falls within the circumstances set out in clause 5.1(a)(viii), it will be handled in accordance with clause 5.4.
- (d) Sport Integrity Australia may refer Complaints that fall under clauses 5.1(a)(i) to (v) to OWIA or a Relevant Organisation to be dealt with under the appropriate process.
- (e) In assessing a Complaint that falls under clauses 5.1(a)(vi) or (a)(vii), Sport Integrity Australia will undertake a risk assessment which considers the following:
 - (i) the overall risk to Winter Sport; and
 - (ii) whether the Respondent is engaged or accredited by OWIA or a Relevant Organisation in any capacity other than as an employee.
- (f) After undertaking the assessment in clause 5.1(e) and at Sport Integrity Australia's discretion, Complaints that fall under clause 5.1(a)(vi) or (vii) may be referred to OWIA or a Relevant Organisation to be dealt with under the appropriate process, which for Employment Matters includes the human resources policies of the Respondent's employer, in which case the process under this Policy is permanently discontinued, or they may be deemed to be Alleged Breaches within scope of this Policy and assessed in accordance with this Policy.
- (g) A determination by Sport Integrity Australia under clause (f) to deem an Employment Matter to be an Alleged Breach within scope of this Policy does not preclude the employer of the Respondent from taking its own separate action under and in accordance with the Respondent's employment relationship with the employer. Any such action may be taken in addition to any action taken by Sport Integrity Australia under this Policy.

5.2 Notification to Parties

- (a) Sport Integrity Australia will communicate with the Complainant and the Respondent at appropriate intervals throughout the Complaints Process to keep them informed about the process until a Resolution Process has been chosen or the Complaints Process is otherwise discontinued, including:
 - (i) notifying the Complainant of whether the Complaint satisfies the Initial Threshold Questions, including whether it has been referred back to OWIA or to an external referral organisation or should be made to the AOC under the AOC's policies, agreements or by-laws;

⁶ Refer to the "Responding to Child Abuse Allegations" attachment to the Child Safeguarding Policy.

- (ii) after a Complaint is determined to have satisfied the Initial Threshold Questions and when Sport Integrity Australia considers that it is appropriate to do so, notifying the Respondent that a Complaint has been made against them;
 - (iii) notifying the Respondent of any Provisional Actions to be put in place;
 - (iv) notifying both the Complainant and the Respondent if the Complaint is referred to Alternative Dispute Resolution under clause 5.5;
 - (v) notifying both the Complainant and the Respondent of the Resolution Process chosen; and
 - (vi) providing a Breach Notice to the Respondent.
- (b) The Respondent will not be entitled to a copy of the Complaint Form as submitted by the Complainant but will be provided with a summary of the Alleged Breach(es) and sufficient details of the Complaint to allow them to respond. Both the Complainant and the Respondent will be informed of any relevant additional information that becomes known as part of the assessment process and provided with a reasonable opportunity to respond.
- (c) OWIA will be responsible for communicating with the Respondent throughout the Resolution Process and will notify both the Complainant and the Respondent of the outcome of the Complaints Process when it has been finalised in accordance with clause 10.

5.3 Assessment

- (a) If a Complaint is found to have met the Initial Threshold Questions and is not permanently discontinued, Sport Integrity Australia will undertake an assessment and may collect further information to determine:
- (i) if the Complaint is an Alleged Breach; and
 - (ii) if so, the most appropriate Resolution Process to deal with the Complaint.
- (b) Subject to 5.3(d), an assessment may be conducted in such manner as determined by Sport Integrity Australia in its absolute discretion. Sport Integrity Australia may, on the basis of the assessment, make findings as to whether the Standard of Proof has been met in respect of the Alleged Breach.
- (c) This assessment may or may not involve formal interviews and collection of additional evidence at Sport Integrity Australia's discretion.
- (d) In conducting assessments, Sport Integrity Australia will comply with the rules of procedural fairness and will provide both the Complainant and the Respondent a reasonable opportunity to be heard.

5.4 External Referral

- (a) Sport Integrity Australia may, at any time before or while dealing with a Complaint under this Policy, refer the Complaint to a relevant external organisation (this may include a law enforcement agency, government or regulatory authority or child protection agency).
- (b) If an external referral is made, Sport Integrity Australia may suspend the Complaints Process pending external resolution. Sport Integrity Australia shall inform the Complainant of any such decision unless directed not to do so by the external referral organisation.
- (c) If the Resolution Process is suspended due to an external referral, Sport Integrity Australia must determine whether any Provisional Action should be taken against the Respondent under clause 5.6.
- (d) If the Complaint is not resolved by the external referral organisation and is referred back to Sport Integrity Australia, Sport Integrity Australia may resume the Complaints Process.

5.5 Referral to Alternative Dispute Resolution

- (a) At any time after determining that the Complaint satisfies the Initial Threshold Questions but before making a finding in accordance with clause 6.1, Sport Integrity Australia may, where it considers it appropriate to do so, refer the Complainant and the Respondent to Alternative Dispute Resolution and direct the OWIA Complaint Manager to coordinate the process.
- (b) OWIA, the Respondent or the Complainant may, at any time before a finding is made under clause 6.1, request that Sport Integrity Australia refer a matter to Alternative Dispute Resolution and Sport Integrity Australia may refer the matter under clause 5.5(a) if it considers it appropriate to do so.
- (c) An Alternative Dispute Resolution process may include:

- (i) Mediation;
 - (ii) Conciliation; or
 - (iii) Case Appraisal (only at the NST).
- (d) In accordance with clause 5.5(e), the Alternative Dispute Resolution process will be facilitated by:
- (i) The NST if the Alternative Dispute Resolution process can be facilitated by the NST;
 - (ii) Where the Alternative Dispute Resolution process cannot be facilitated by the NST, by:
 - (A) OWIA;
 - (B) An independent third- party provider.
- (e) In order to implement the Alternative Dispute Resolution process, the OWIA Complaint Manager will:
- (i) if the matter is an NST Eligible Matter, make an application to the NST for mediation, conciliation, or case appraisal of the Alleged Breach;
 - (ii) if the matter is neither an NST Eligible or NST Excluded Matter, apply to the NST CEO for approval of the dispute to be referred to the NST for Alternative Dispute Resolution, failing which it will be dealt with under (iii); or
 - (iii) refer the Complaint to Alternative Dispute Resolution facilitated by OWIA, or a third-party provider.
- (f) The parties to an Alternative Dispute Resolution process will be the Complainant, the Respondent, and OWIA (the Parties). Additional persons may participate in exceptional circumstances and only if the facilitator of the Alternative Dispute Resolution process deems it appropriate.
- (g) The Parties are required to participate in the Alternative Dispute Resolution process in good faith.
- (h) Where the Alternative Dispute Resolution process is facilitated by the NST:
- (i) OWIA is responsible for making the application and paying the application fee; and
 - (ii) The procedure will be in accordance with the NST Legislation.
- (i) Where the Alternative Dispute Resolution process is facilitated by OWIA, or a third-party provider:
- (i) OWIA is responsible for paying the appointed facilitator's fee, if any; and
 - (ii) The procedure will be in accordance with the rules prescribed by those bodies, as the case may be.
- (j) An Alleged Breach will be finalised through Alternative Dispute Resolution where OWIA, the Complainant and the Respondent execute a written agreement as to an outcome.
- (k) If the Complaint of an Alleged Breach is resolved through Alternative Dispute Resolution, the OWIA Complaint Manager must proceed to finalising the complaint in accordance with clause 10.
- (l) If:
- (i) either the Complainant or the Respondent fails and/or refuses to participate in the Alternative Dispute Resolution Process; or
 - (ii) Alternative Dispute Resolution does not resolve the Complaint,
- the OWIA Complaint Manager must refer the Alleged Breach back to Sport Integrity Australia, who will resume the Complaints Process.

5.6 Provisional Action

- (a) Where the Alleged Breach involves behaviour that:
 - (i) may be "Prohibited Conduct" under the Child Safeguarding Policy; and/or

- (ii) has or may result in, serious criminal charges⁷ being laid against the Respondent; and/or
- (iii) suggests there is a further or ongoing risk of harm being suffered by one or more persons involved in the Sport,

Sport Integrity Australia, in its absolute discretion, will determine whether any Provisional Action(s) will be taken.

- (b) Provisional Action includes, but is not limited to, suspension, restriction of duties or temporary redeployment, suspension or restriction of rights, privileges and benefits, or any other action(s) at the discretion of Sport Integrity Australia, including seeking advice from OWIA.
 - (i) Sport Integrity Australia will notify the OWIA Complaint Manager of any Provisional Action to be imposed on a Respondent and the OWIA Complaint Manager will ensure that the OWIA implements; or
 - (ii) where the Provisional Action is not under the direct control of OWIA, facilitates the implementation of, the Provisional Action as soon as reasonably possible.
- (c) In the event that Provisional Action is imposed a Respondent may seek to have that decision reviewed only by an expedited hearing convened in accordance with clause 8. An expedited hearing convened under this clause shall only consider the decision to impose the Provisional Action and will not consider the merits of the Complaint.
- (d) Where Sport Integrity Australia determines that Provisional Action will be taken in relation to an Employment Matter deemed to be an Alleged Breach within scope of this Policy in accordance with clause 5.1(f) Sport Integrity Australia will provide the OWIA Complaint Manager with all necessary information relating to that Employment Matter, which will be provided to the Respondent's employer within a timely manner, to allow that employer to:
 - (i) implement the Provisional Action in accordance with its obligations to the Respondent;
 - (ii) determine whether separate action will be taken under the Respondent's employment with the employer; and
 - (iii) if deemed necessary by the employer, take all relevant action in relation to the Employment Matter under the Respondent's employment with the employer.

5.7 Unreasonable demands/behaviours

- (a) Where a Complainant makes unreasonable demands or exhibits unreasonable behaviour, such as:
 - (i) raising the same issues, which have previously been reported, without presenting new evidence;
 - (ii) unreasonable persistence regarding outcomes;
 - (iii) unreasonable demands relating to timeframes for resolutions;
 - (iv) being rude, aggressive, or abusive towards Sport Integrity Australia or OWIA staff,

Complaints may not be acknowledged and OWIA or Sport Integrity Australia may exercise discretion to minimise or control its dealings with the Complainant. The Complainant will be given clear advice and reasons why.

6. Assessment Findings and Determination

6.1 Findings and Determination of Sport Integrity Australia

- (a) After conducting its Assessment of a Complaint under clause 5.3, Sport Integrity Australia will:
 - (i) make findings as to whether, to the requisite Standard of Proof, the Alleged Breach is:
 - (A) substantiated;
 - (B) unsubstantiated; or

⁷ A "serious criminal charge" is a charge under any Commonwealth or State/Territory criminal law that is punishable by imprisonment for a maximum period of five years or more. Such offences include (but are not limited to) recklessly, negligently, or intentionally causing injury, indecent assault, theft, possession of child pornography, manslaughter, rape, sexual penetration of a child, sexual assault, drug trafficking,

- (C) unable to be substantiated.
- (ii) make a determination as to the Resolution Process to be applied, which will be:
 - (A) No Further Action; or
 - (B) Breach Notice.
- (b) Sport Integrity Australia will notify the Complainant, the OWIA Complaint Manager and the Respondent of its findings and determination under this clause.

6.2 OWIA to manage Resolution Process

- (a) OWIA must implement the Resolution Process as determined by Sport Integrity Australia.
- (b) The OWIA Complaint Manager is responsible for communicating with the Complainant, Respondent, Sport Integrity Australia and OWIA and for ensuring that the Resolution Process is implemented.

7. Resolution Process

7.1 No Further Action

- (a) Where Sport Integrity Australia has made a determination of No Further Action and has notified the parties of this determination under clause 6.1(a)(ii)(A), the OWIA Complaint Manager:
 - (i) is not required to also notify the Parties of this outcome under clause 5.2; and
 - (ii) shall keep a record of the Complaint as per clause 10.3.

7.2 Breach Notice

- (a) Where Sport Integrity Australia has made a determination of Breach Notice and has notified the parties of this determination under clause 6.1(a)(ii)(B), Sport Integrity Australia will make a recommendation to the OWIA as to:
 - (i) the Alleged Breach;
 - (ii) whether or not a Sanction is to be imposed on the Respondent and if so, the Sanction;
 - (iii) whether or not a reduced Sanction should be offered to the Respondent, and if so, the reduced Sanction; and
 - (iv) whether or not the Sanction is to be publicly disclosed in accordance with clause 3.8.
- (b) OWIA will adopt and implement Sport Integrity Australia's recommendation under clause 7.2(a).
- (c) Sport Integrity Australia will then issue the Respondent with a Breach Notice. The Breach Notice will:
 - (i) notify the Respondent of the Alleged Breach, including the alleged conduct and relevant section(s) of the Eligible Policy;
 - (ii) state the proposed Sanction for the Alleged Breach, and if applicable, any proposed discounted Sanction;
 - (iii) state that the Sanction is to be publicly disclosed (if applicable);
 - (iv) state that the Respondent has a right to a hearing in relation to the Alleged Breach and/or the proposed Sanction;
 - (v) state that the Respondent may admit the Alleged Breach, waive their right to a hearing and accept the proposed Sanction or the proposed discounted Sanction (if applicable);
 - (vi) state that if the Respondent does not respond within 14 days of receipt of the Breach Notice, they will be deemed to have admitted the Alleged Breach, waived their right to a hearing and accepted the proposed Sanction;
 - (vii) state that any response to the Breach Notice must be made to OWIA, and provide the Respondent with the contact details of the OWIA Complaint Manager; and
 - (viii) be provided to the Respondent, and OWIA.

- (d) In response to a Breach Notice, a Respondent may:
- (i) admit the Alleged Breach, waive their right to a hearing and accept the proposed Sanction or proposed reduced Sanction (if applicable);
 - (ii) dispute the Alleged Breach and/or the proposed Sanction, in which case the Alleged Breach will be referred to a Hearing Tribunal under this Policy; or
 - (iii) not respond, in which case they will be deemed to have admitted the Alleged Breach, waived their right to a hearing and accepted the proposed Sanction.
 - (iv) A Respondent has 14 days from receipt of the Breach Notice to notify the OWIA Complaints Manager of their decision.

7.3 Resolution without a hearing

Where a Respondent admits the Alleged Breach (thereafter, a Breach), waives their right to a hearing and accepts the Sanction, or is deemed to have done so, the OWIA Complaint Manager must take all necessary steps to impose and implement the Sanction (if applicable), and proceed to finalising the Complaint in accordance with clause 10.

7.4 Referral to a hearing

- (a) If the Respondent disputes the Alleged Breach and/or Sanction, the OWIA Complaint Manager must:
- (i) if an NST Eligible Matter, refer the Alleged Breach to the NST General Division for arbitration;
 - (ii) if neither an NST Eligible or NST Excluded Matter, apply to the NST CEO for approval for the matter to be arbitrated in the NST General Division, failing which it must be dealt with under (iii); or.
 - (iii) refer the Alleged Breach to an Internal Hearing Tribunal, at the OWIA level.
- (b) If OWIA is a Respondent, the OWIA Complaint Manager will in the first instance apply to the NST General Division for arbitration either under (i) or (ii), failing which an Internal Hearing Tribunal at the OWIA level will be convened.
- (c) Where an application to the NST for arbitration is made, OWIA is responsible for making the application and paying any application and service fees to the NST, even if the matter has been delegated under clause **Error! Reference source not found.** The charges may be apportioned in accordance with the NST Legislation.
- (d) The OWIA Complaint Manager must notify Sport Integrity Australia if the matter is referred to a hearing under this clause.

7.5 Sanctions

- (a) Where a Respondent is found to have committed a Breach of an Eligible Policy, Sport Integrity Australia, or a Hearing Tribunal (if applicable) may subject to clause 7.5(b), determine to impose a Sanction on that Respondent.
- (b) Sport Integrity Australia or a Hearing Tribunal (as applicable) is not permitted to issue a Sanction in relation to the Respondent's employment that may only lawfully be imposed by the Respondent's employer (including, but not limited to, termination or suspension of the Respondent's employment with their employer, demotion of the Respondent and a verbal or written warning regarding the Respondent's breach of their employment agreement).
- (c) Subject to clause 7.5(b), the Sanction may include any of the following measures (but is not limited to these measures), or any combination of such:
- (i) a reprimand or warning;
 - (ii) verbal or written apology;
 - (iii) direction to attend counselling or training to address their behaviour;
 - (iv) suspended Sanction and/or good behaviour period;
 - (v) removal of accreditation;
 - (vi) removal or withdrawal of awards or achievements (such as life membership);
 - (vii) exclusion from a particular event or events, competition, or activity;

- (viii) suspension from such activities or events held by or under the auspices of OWIA;
 - (ix) suspension and/or termination of any rights, privileges and benefits provided by OWIA;
 - (x) expulsion from OWIA; and
 - (xi) any other form of discipline that is considered appropriate.
- (d) Sport Integrity Australia or a Hearing Tribunal (if applicable) have absolute discretion to determine the appropriate Sanction, including as to whether a combination of measures is to be imposed, and the terms and the period of any measures, subject to clause 7.5(e)7.5(b) and (e).
- (e) A financial penalty may only be imposed as or as part of a Sanction where the Respondent is an incorporated entity.
- (f) The following factors will be considered when determining the appropriate Sanction:
- (i) the nature and seriousness of the behaviour or incidents;
 - (ii) the considerations (if any) of the Complainant;
 - (iii) the contrition, or lack thereof, of the Respondent;
 - (iv) any Provisional Action taken in relation to the Breach;
 - (v) the effect of the Sanction on a Respondent including any personal, professional, or financial consequences;
 - (vi) if there have been relevant prior warnings or disciplinary action against the Respondent; and
 - (vii) if there are any mitigating circumstances.
- (g) If there is more than one Breach of an Eligible Policy, where appropriate, the Sanction may be imposed having regard to all of the Breaches considered together, and the seriousness of the overall conduct in question.
- (h) Sanctions imposed under this Policy shall commence from the date of the decision, unless otherwise directed.

8. Hearing Tribunals

8.1 Arbitration in the NST

- (a) If arbitration is sought in the NST General Division, the NST will:
- (i) determine whether the Provisional Action imposed is disproportionate; or
 - (ii) arbitrate the Alleged Breach and determine whether a Sanction be imposed, and if so, what Sanction, in accordance with clause 7.5.
- (b) The procedure for an arbitration in the NST will be in accordance with the NST Legislation.

8.2 Internal Hearing Tribunal

- (a) If an Internal Hearing Tribunal is required under clause 7.4, the OWIA Complaint Manager must convene a Hearing Tribunal to:
- (i) determine whether the Provisional Action imposed is disproportionate; or
 - (ii) arbitrate the Alleged Breach and determine whether a Sanction be imposed, and if so, what Sanction, in accordance with clause 7.5.
- (b) An Internal Hearing Tribunal convened under this clause will comply with the Tribunal Procedure in SCHEDULE 1.

8.3 Parties and right to attend hearings

- (a) The parties to a proceeding will be:
- (i) OWIA; and
 - (ii) the Respondent.

- (b) If the Hearing Tribunal is an Internal Hearing Tribunal, Sport Integrity Australia shall have a right to attend hearings as an observer and, where agreed between OWIA and Sport Integrity Australia, to act on behalf of OWIA as its agent in the proceedings.
- (c) If the Hearing Tribunal is the NST:
 - (i) notwithstanding clause 8.3(a)(i), OWIA must be a party to the proceeding;
 - (ii) the NST Member may, at their discretion, allow any person who may have a relevant interest in the dispute to participate in the proceeding; and
 - (iii) Sport Integrity Australia shall have a right to attend hearings as an observer and, where agreed between OWIA and Sport Integrity Australia, to act on behalf of OWIA as its agent in the proceedings.

8.4 Notification of Hearing Tribunal decision

- (a) The Hearing Tribunal will notify the parties to the proceeding of the decision in accordance with its relevant procedures, after which the OWIA Complaint Manager will:
 - (i) notify and provide a copy of the decision to Sport Integrity Australia (if not already done); and
 - (ii) subject to any appeal under clause 9, proceed with finalising the Complaint in accordance with clause 10.

9. Appeals

9.1 Decisions subject to appeal

- (a) A decision of a Hearing Tribunal under clauses 8.1(a)(ii) or 8.2(a)(ii) may be appealed as set out in this clause 9.
- (b) A decision of a Hearing Tribunal under clauses 8.1(a)(i) or 8.2(a)(i) is not subject to appeal.

9.2 Persons entitled to appeal

- (a) The following persons are entitled to appeal a decision of a Hearing Tribunal under clauses 8.1(a)(ii) and 8.2(a)(ii) of this Policy:
 - (i) OWIA; and
 - (ii) the Respondent,
 (each an Appellant).

9.3 Grounds of appeal

- (a) The decision of a Hearing Tribunal can only be appealed on the following Grounds of Appeal:
 - (i) the Hearing Tribunal failed to abide by this Policy or to properly apply the relevant Eligible Policy and such failure resulted in a denial of natural justice; and/or
 - (ii) no reasonable decision maker in the position of the Hearing Tribunal, based on the material before them, could reasonably make such a decision.

9.4 Notice of appeal

- (a) To submit a valid Notice of Appeal, an Appellant must, within 14 days of the date of receipt of the decision made by the Hearing Tribunal:
 - (i) if the Hearing Tribunal was the NST General Division:
 - (A) lodge an 'Application for an Appeal' form (found on the NST website) with the NST, which must state in full their Grounds of Appeal;
 - (B) pay the requisite application fee; and

- (C) serve, by email, by post, or physically, on the other party to the appeal a copy of the 'Application for an Appeal'; or
- (ii) if the Hearing Tribunal was an Internal Hearing Tribunal:
 - (A) if the Alleged Breach is an NST Excluded Matter:
 - (1) lodge with the OWIA Complaint Manager the Notice of Appeal stating they wish to appeal, which states in full their Grounds of Appeal, including any relevant documents as annexures;
 - (2) pay the appeal fee as set from time to time by OWIA; and
 - (3) serve, by email, by post, or physically, on the other party to the appeal a copy of the Notice of Appeal on the other parties; or
 - (B) if the Alleged Breach is at the OWIA level and is either an NST Eligible Matter, or neither an NST Eligible Matter or NST Excluded Matter:
 - (1) lodge an 'Application for an Appeal' form with the NST, which must state in full their Grounds of Appeal;
 - (2) pay the requisite application fee; and
 - (3) serve, by email, by post, or physically, on the other party to the appeal a copy of the 'Application for an Appeal',
(together, a Notice of Appeal).
- (b) If an appeal is lodged under:
 - (i) clause 9.4(a)(ii)(A), the matter must be dealt with by an Internal Appeals Tribunal; or
 - (ii) clause 9.4(a)(ii)(B) and it is neither an NST Eligible or NST Excluded Matter, OWIA may apply to the NST CEO for approval, and if the NST CEO does not approve the matter, it must be dealt with by an Internal Appeals Tribunal; or
 - (iii) clause 9.4(a)(ii)(B) and it is an NST Eligible Matter, it must be dealt with by the NST Appeals Division.

9.5 Appeals in the NST Appeals Division

- (a) If an Appellant lodges a valid Notice of Appeal in the NST Appeals Division, the NST will determine the matter.
- (b) The procedure for an appeal in the NST Appeals Divisions will be in accordance with clause 9.4 and the NST Legislation.

9.6 Internal Appeals Tribunal

- (a) If an Appellant lodges a valid Notice of Appeal to be dealt with by an Internal Appeals Tribunal, the Internal Appeals Tribunal will determine the matter.
- (b) The procedure for an appeal in an Internal Appeals Tribunal will be in accordance with clause 9.4 and SCHEDULE 2.

9.7 Determination for Appeal Tribunal

- (a) The Appeals Tribunal's arbitration of the appeal:
 - (i) must determine, to the Standard of Proof, whether one or both Grounds of Appeal (as applicable) are proven, and must not rehear the matter or the facts of the Alleged Breach; and
 - (ii) may result in the Appeals Tribunal removing, or altering the Sanction imposed on a Respondent, in accordance with clause 7.5.

9.8 Notification of Appeal Tribunal decision

- (a) The Appeal Tribunal will notify the parties to the proceeding of the decision in accordance with its relevant procedures, after which the OWIA Complaint Manager will:

- (i) notify and provide a copy of the decision to Sport Integrity Australia (if not already done); and
- (ii) proceed to finalising the Complaint in accordance with clause 10.

10. Finalising Complaints

10.1 Finalisation of Resolution Process

- (a) A Resolution Process will be finalised, and an outcome reached when:
 - (i) No Further Action – when Sport Integrity Australia notifies the relevant parties of its determination under clause 6.1;
 - (ii) Breach Notice – where the Respondent admits the Alleged Breach, waives their right to a hearing and accepts the Sanction, or is deemed to have done so under clause 7.2(d);
 - (iii) Hearing Tribunal - where the parties to the proceeding are notified of the decision and no appeal has been filed; or
 - (iv) Appeal Tribunal - where the parties to the proceeding are notified of the decision.
- (b) Once the applicable Resolution Process (including any appeal) under this Policy has concluded, the decision is final and binding on all parties involved and there is no further right of appeal to any external body or tribunal.

10.2 Notification of outcome and implementation of Sanction

- (a) When a Resolution Process is finalised, the OWIA Complaint Manager will:
 - (i) notify Sport Integrity Australia, the Complainant and Respondent of the outcome in writing, unless otherwise provided for in this Policy;
 - (ii) take all necessary steps to implement any Sanction imposed (if applicable); and
 - (iii) ensure OWIA publicly discloses the matters referred to in clause 3.8(c) (if applicable).

10.3 Recording Decisions and Outcomes

- (a) OWIA shall keep records of all Complaints for a minimum of 7 years from the date the Resolution Process is finalised, which will include at a minimum a record (including dates, where relevant) of:
 - (i) the Alleged Breach;
 - (ii) the Complainant;
 - (iii) the Respondent;
 - (iv) the Resolution Process;
 - (v) the Outcome; and
 - (vi) any Sanctions and/or Provisional Action imposed.
- (b) Records must be maintained in a secure and confidential place, which may be electronically.

11. Interpretation & Other Information

11.1 Commencement

This Policy commences on the date printed on the front cover (Commencement Date).

11.2 Prior complaints

Complaints relating to conduct which occurred prior to the Commencement Date:

- (a) must be dealt with under the policies and processes of OWIA existing at the time the complaint was made, regardless of where that Complaint is at in that process;

- (b) cannot be resubmitted to Sport Integrity Australia under this Policy; and
- (c) are not subject to any appeal under this Policy.

11.3 Interpretation

- (a) Any document required to be provided under this Policy may be given by:
 - (i) sending it to an email or other electronic address, or to a postal address, nominated by the recipient party; or
 - (ii) email, post, or hand delivering it to that party's registered office.
- (b) A document is taken to have been received under this Policy if sent by email or other electronic transmission, on the date of transmission, or if hand delivered, on the date of delivery or if sent by post, 5 business days after it was sent.
- (c) Relevant Persons are responsible for keeping their contact details up to date with OWIA or the Relevant Organisation they are associated with, as appropriate. Delivery to the last known address is sufficient in circumstances where the current whereabouts of a Relevant Person are not known.

11.4 Amendment

- (a) Sport Integrity Australia may amend this Policy from time to time. OWIA and Relevant Organisations must make the new version available on its website as soon as possible including the date on which any amendment/s take effect.
- (b) Any Complaint under this Policy which is not finalised at the time of an amendment to this Policy will continue to be processed under the substantive provisions of this Policy in force at the time Sport Integrity Australia received the Complaint Form, unless Sport Integrity Australia and/or the Hearing Tribunal determines the principle of “lex mitior” appropriately applies in the circumstances.

SCHEDULE 1- Internal Hearing Tribunal Procedure

Interpretation

1. In this Schedule:

Chair means the chair of a particular Hearings Tribunal in accordance with this Schedule.

Legal Practitioner is a person holding a current practising certificate as a lawyer or barrister in any Australian jurisdiction.

Sports Administrator means a person who currently, or within the previous five years, is or has been employed in the field of sports administration.

Tribunal Member means an individual person sitting on a Tribunal.

2. Defined terms not otherwise defined in this Schedule have the meaning given to them in the Policy.

3. All clause references refer to this Schedule unless otherwise provided.

Convening Tribunal

4. As required under clause 8.2 of the Policy, the OWIA Complaint Manager will convene a Tribunal in accordance with this Schedule.

5. The Tribunal shall be convened as soon as reasonably practicable in the circumstances, and shall endeavour to convene a hearing:

- (a) For a referral under clause 8.2(a)(i) (provisional action) of the Policy, no later than one week after notification by the OWIA Complaint Manager;
- (b) For a referral under clause 8.2(a)(ii) (breach/sanction) of the Policy, no later than three weeks after notification by the OWIA Complaint Manager.

Composition of Tribunal

6. Subject to clauses 7 and 9 each Tribunal shall:

- (a) comprise three Tribunal Members appointed by the OWIA Complaint Manager;
- (b) comprise at least one Legal Practitioner and one Sports Administrator;
- (c) be chaired by the Chair, who shall be appointed by the OWIA Complaint Manager and shall be:
 - (i) a Legal Practitioner; and
 - (ii) a person of experience and skills suitable to the function of chairing a tribunal.

7. A Tribunal convened to hear a matter referred under clause 8.2(a)(i) (Provisional Action) of the Policy will comprise of a single Tribunal Member appointed by the OWIA Complaint Manager who is a person of suitable experience and skills, independent of OWIA and (if applicable) Relevant Organisations.

8. The OWIA Complaint Manager shall use reasonable endeavours to ensure that the Tribunal Members selected do not have any actual or perceived conflict of interest in relation to the Alleged Breach that might reasonably call into question the impartiality of the Tribunal.

9. Should a Tribunal Member become unable to sit on a Tribunal following the convening of the Tribunal for whatever reason, the OWIA Complaints Manager shall appoint a replacement Tribunal Member.

10. Should a party challenge the impartiality of a Tribunal Member, the challenge will be determined by the Chair sitting alone, unless that challenge relates to the Chair in which case it will be determined by:
 - (a) the OWIA Complaints Manager; or
 - (b) if the OWIA Complaints Manager is unavailable or unable to act, the other members of the Tribunal.
11. There shall be no right of appeal from a decision made under clause 9.
12. No Internal Hearing Tribunal decision shall be invalidated by any irregularity in the appointment of a Tribunal Member.

Responsibilities of Chair

13. Without limiting any other duties of the Chair set out under this Schedule, the person appointed as Chair of the Tribunal shall have the following responsibilities:
 - (a) to chair hearings of the Tribunal;
 - (b) to ensure accurate records are kept of all of the Internal Tribunal's proceedings and decisions, including at a minimum:
 - (i) particulars of the hearing, including date, time, and location;
 - (ii) the names of each Tribunal Member, Respondent, witnesses called, and any other parties permitted to attend by the Internal Tribunal;
 - (iii) the decision of the Tribunal, including any Sanction imposed, whether given to the parties orally, in writing or a combination of both, and the date(s) of communication;
 - (c) to ensure that the hearing is conducted in accordance with the principles of procedural fairness; and
 - (d) to communicate to all parties of a Tribunal the results of such Tribunal and provide a copy of the record of result to the OWIA Complaints Manager within seven days of the hearing.

Attendance at Internal Hearing Tribunal

14. The following persons shall be required to attend the Internal Tribunal Hearing conducted under this Schedule:
 - (a) the Respondent; and
 - (b) OWIA /Relevant Organisation.
15. The following persons shall be entitled to attend a Tribunal hearing:
 - (a) Sport Integrity Australia;
 - (b) any person that the Chair in their absolute discretion believes will assist the Tribunal and invites to attend the Tribunal for that purpose; and
 - (c) where a Respondent or a witness is a Vulnerable Person, an adult adviser, who will, unless unavailable or other extraordinary circumstance, be such person's parent or guardian.
16. Each party appearing at or before the Tribunal shall bear their own costs.

Non-attendance by Respondent(s)

17. If a Respondent fails to attend the Internal Tribunal Hearing without reasonable cause, the hearing may proceed and a determination may be made by the Tribunal in the absence of the Respondent, provided that the Tribunal is satisfied that this Schedule has been complied with.

18. If OWIA fails to attend a Tribunal hearing without reasonable cause, the hearing may proceed and a determination may be made by the Tribunal in the absence of that person, provided that the Tribunal is satisfied that all notification procedures under this Schedule have been carried out.

Adjournments

19. A Respondent or OWIA may apply to the Chair to have an Internal Tribunal Hearing adjourned if there are compelling circumstances that warrant such steps being taken to avoid costs, hardship, or significant inconvenience to one or more parties. The Tribunal has sole discretion on whether or not to grant the application.

Procedure of Tribunal

20. The Tribunal shall conduct the hearing in such manner as it sees fit and may in its absolute discretion:
- (a) convene the hearing by way of video or teleconference if the circumstances warrant;
 - (b) consider any evidence, and in any form that it deems relevant;
 - (c) question any person giving evidence;
 - (d) limit the number of witnesses presented to those who provide any new evidence; and
 - (e) act in an inquisitorial manner in order to establish the truth of the issue/case before it.
21. Without limiting the Tribunal's power to regulate its own procedure as it sees fit, the Tribunal shall ordinarily proceed in accordance with the following steps:
- (a) If a body corporate or OWIA, is a party to a Tribunal hearing, one member of that body corporate, or OWIA, shall be appointed by the body corporate or OWIA, to act as spokesperson for such body at the Tribunal.
 - (b) At the commencement of a hearing, the Chair will identify the Tribunal Members and determine whether the Respondent is present to answer the allegation(s) in the Alleged Breach.
 - (c) The parties will be notified of their right to remain in the hearing until all evidence is presented but not to be present while the Tribunal considers its findings and determines an appropriate Sanction (if any).
 - (d) The Chair shall advise all those persons present of the method of recording the hearing (if any).
 - (e) The Alleged Breach shall be read out in the presence of all persons eligible to be present.
 - (f) The Respondent shall be asked whether or not they intend to dispute the Alleged Breach and the Sanction (if any).
 - (g) If the Respondent does not dispute the Alleged Breach, the Chair will provide the parties with an opportunity to make submissions as to the appropriate Sanction (if any) to be imposed.
 - (h) If the Respondent does dispute the Alleged Breach, the Chair will invite OWIA to give evidence and witnesses (if any) shall be called upon to give their evidence in turn, subject to the approval of the number of witnesses to be called by the Tribunal in its discretion. The Respondent has a right to cross examine any witness called. OWIA may summon the Respondent to give evidence and cross examine them.
 - (i) Each witness shall be entitled to leave the Tribunal hearing after giving evidence unless otherwise directed by the Tribunal. Witnesses shall be entitled to remain in the hearing room after giving evidence with the permission of the Tribunal.
 - (j) The Respondent shall then be entitled to present their defence. Witnesses may be called subject to the approval of the number of witnesses to be called by the Tribunal in its discretion. OWIA has a right to cross examine the Respondent or any witness called.

- (k) Where a Vulnerable Person exercises his/her right to have an adult adviser present in accordance with this Schedule, a reasonable opportunity for consultation between the minor and the adviser shall be provided by the Tribunal.
 - (l) Where a party makes video evidence available to the Tribunal, it may, at the discretion of the Tribunal, be presented. The onus of providing suitable viewing equipment shall lie with the person requesting that the evidence be presented.
 - (m) The Tribunal may, so as to limit inconvenience to witnesses, allow evidence to be given by telephone or videoconference.
22. At the conclusion of all of the evidence and submissions the Chair shall ask all persons present to leave the hearing room while the Tribunal considers its findings.
 23. If the Tribunal is satisfied that a breach of an Eligible Policy has been proven using the Standard of Proof, it shall find the breach proven. Otherwise, the Complaint of the Alleged Breach shall be dismissed.
 24. If the Tribunal is not satisfied that the particular alleged breach has been proven but is satisfied that a lesser breach of an Eligible Policy has been proven, then the Internal Tribunal may find such lesser breach proven.
 25. Where it appears to the Tribunal that OWIA has made an error in identifying the correct alleged breach of an Eligible Policy, or omitted alleged breaches that should have been made, the Tribunal may amend the allegation(s), subject always to the requirement that the Respondent must be informed of the new allegations and given an opportunity to respond to such allegations.
 26. Where the Tribunal finds that one or more alleged breaches of an Eligible Policy have been proven, it shall inform the parties of its decision and provide OWIA and the Respondent with an opportunity to make submissions as to Sanction (if the parties have not already had an opportunity to make such submissions). The Tribunal may, in its absolute discretion, decide that it is appropriate to:
 - (a) receive oral submissions as to Sanction immediately after delivering its decision as to the Alleged Breach; or
 - (b) adjourn the hearing to allow the parties to make submissions as to Sanction on some later date, in which case, the Tribunal shall direct whether submissions should be made orally or in writing.
 27. After considering the parties' submissions as to Sanction, the Tribunal shall determine the Sanction to be imposed (if any) in accordance with clause 7.5 of the Policy and shall advise the parties of its decision.
 28. The decision of the Tribunal shall be given by the Chair. The Chair may either:
 - (a) give its decision as to the Alleged Breach and/or Sanction orally at the close of the hearing, with or without short-form oral reasons; or
 - (b) reserve its decision as to the Alleged Breach and/or Sanction but if it does so, it will provide its decision within 14 days of the hearing.
 29. The Chair must provide written reasons for its decision within 14 days of the hearing.
 30. Notwithstanding clauses 28-29 of this Schedule if the Tribunal has directed the parties to make submissions as to Sanction as per clause 26 above, the Chair will provide its decision and written reasons as to Sanction within 14 days of receipt of the submissions, or as otherwise directed by the Tribunal.
 31. The Chair will notify the OWIA Complaints Manager of the decision of the Tribunal and provide a copy of the written reasons. The Complaints Manager will notify the parties of the decision and provide them with a copy of the written reasons.
 32. For the Tribunal to find something has been proven on the balance of probabilities, it must be satisfied that on the evidence put before it the alleged fact or matter is more probable than not. In reaching this conclusion, the Hearings Tribunal must take into account all relevant factors including the:

- (a) nature and seriousness of the allegations; and
 - (b) impact of the potential sanctions that may be imposed if the allegations are proven.
33. The standard of proof requires greater certainty for a more serious allegation compared with a less serious allegation.

SCHEDULE 2- Internal Appeals Tribunal Procedure

Interpretation

1. In this Schedule:

Appeal Chair means the chair of a particular Appeals Tribunal in accordance with this Schedule.

Tribunal Member means an individual person sitting on an Appeals Tribunal.
2. Defined terms not otherwise defined in this Schedule have the meaning given to them in the Policy or SCHEDULE 1.
3. All clause references refer to this Schedule unless otherwise provided.

Convening Internal Appeals Tribunal

4. As required under clause 9.6 of the Policy, the OWIA Complaints Manager will convene an Appeals Tribunal in accordance with this Schedule.
5. The Appeals Tribunal shall be convened as soon as reasonably practicable after a referral under clause 9.6 of the Policy and shall endeavour to convene no later than two weeks after notification by the OWIA Complaints Manager.

Composition of Internal Appeals Tribunal

6. Subject to clause 7 of this Schedule, each Appeals Tribunal shall:
 - (a) comprise three Tribunal Members selected by the OWIA Complaints Manager;
 - (b) comprise at least one Legal Practitioner and one Sports Administrator; and
 - (c) be chaired by the Appeal Chair who shall be appointed by the Complaints Manager and shall be:
 - (i) a Legal Practitioner; and
 - (ii) a person of experience and skills suitable to the function of chairing an Appeals Tribunal,none of whom sat on or was involved in the original Hearings Tribunal for the Alleged Breach subject of the appeal.
7. Clauses 9 - 11 (inclusive) of SCHEDULE 1 apply to an Appeals Tribunal with any necessary amendments.

Procedure of Internal Appeals Tribunal

8. Subject to this Schedule, the Appeals Tribunal and persons appearing before it are bound by the same procedures under this Policy as if the Appeals Tribunal was the Tribunal hearing a matter at first instance.
9. The Appeals Tribunal must limit its hearing to consideration of the Ground(s) of Appeal relied upon by the Appellant under clause 9.3(a) of the Policy, in accordance with clause 9.5 of the Policy.
10. The Respondent to an Appeals Tribunal will be given the opportunity to file a written submission in response to the Notice of Appeal.
11. The parties to an Appeal Tribunal may not call witnesses unless given leave to do so by the Appeals Tribunal. The Appeals Tribunal will not allow a party to call a witness to give evidence in relation to any matter outside of the Ground(s) of Appeal relied upon by the Appellant.
12. An Appeals Tribunal has the power to:
 - (a) dismiss the appeal;
 - (b) uphold the appeal;

- (c) impose any of the Sanctions set out in the Policy; or
- (d) reduce, increase, or otherwise vary any Sanction imposed by the Hearing Tribunal under the Policy,

in accordance with clause 9.7 of the Policy but otherwise in such manner as it thinks fit.

13. At the conclusion of the appeal, the Appeal Chair shall ensure that the Appellant, Respondent and OWIA are informed of the determinations of the Appeals Tribunal. The Appeal Chair shall also notify the OWIA Complaints Manager of the decision of the Internal Appeals Tribunal.
14. The Appeals Tribunal will give oral and/or written reasons for its decision.
15. The Appeals Tribunal has discretion to order the refund of the appeal fee and shall do so where the appeal results in the breach being dismissed or the Sanction reduced.