

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.