

<b>Sanction policy</b>		
Approved by: Cricket Canada Board of Directors. Date: 09-Feb-2015	Last reviewed Date:	Document # CC-POL-012

## **1. OVERVIEW**

Cricket Canada, is the national organization responsible for cricket in all forms in Canada. Cricket Canada is an ICC member and has the relevant authority to administer the game in Canada.

Cricket Canada provides sanctions and the necessary and relevant approvals to agencies outside the purview of Cricket Canada that intend to host events within Canada. This Sanction Policy provides governance to streamline the game's characteristics, participation and to protect the governing and commercial interests of Cricket Canada, the cricket boards of other countries, players as a whole, and our relationships with all levels of governments.

This document serves to detail the sanction authority structure within Cricket Canada and the sanction policy of the events that fall under the jurisdiction of Cricket Canada. The jurisdiction of events Cricket Canada is authorized to sanction is outlined in this document. Provincial organizations and their member leagues shall have their own sanctioning criteria for the events that fall under their jurisdiction, for which Cricket Canada is not responsible.

## **2. SANCTION AUTHORITY – JURISDICTION STRUCTURE**

The following describes the scope of the events that fall within the jurisdictions of Cricket Canada, Provincial or League sanction. This Policy covers both international and national events within its scope.

### **2.1. Sanction Authority of Cricket Canada**

In addition to its own events, Cricket Canada shall have the sole authority to sanction following events:

2.1(a) International Events - An event in which players and/or teams that fall under the jurisdiction of a foreign cricket board are participating. These events may require ICC Sanction as well;

2.1(b) National Events - Events in which players and/or teams from more than one province in Canada that are not official provincial teams are participating. These events may require host province sanction as well; and

2.1 (c) Interprovincial Events - Where Two (2) or more provinces agree to send the provincial representative team/ official provincial teams for participation but the tournament is not managed by the host province but rather by private organizers, Cricket Canada sanction will be required.

## 2.2. Sanction Authority of Provincial Organization

In addition to its own events, a provincial organization shall have the sole authority to sanction the following Provincial events:

2.2(a) League Events - Where the players of more than one league and not forming an official league team and from within the same province are participating in an event that does not fall under an exclusive jurisdiction of a single league; and

2.2(b) Interleague Events – Where official league teams participate and the event is not managed by the host province, or the League but by a private organization.

## 2.3. Sanction Authority of a League

In addition to its own events, a league shall have the sole authority to sanction the following events:

2.3(a) Club Events – Where the players of more than one Club and not forming an official club team and from within the same league are participating; and

2.3(b) Interclub Events – Where official club teams participate in an event which is not hosted by the club or league but rather by a private organization.

## **PROCESS TO OBTAIN A SANCTION**

3.1. Requirements to apply for Sanction - The Organization seeking a sanction must be properly registered in Canada under the Companies Act as a provincial or national organization.

3.2. Application for sanction - meeting the above mentioned criteria the Organization seeking sanction must complete the application and submit the following information along with any request for sanction:

- For all organizations, a copy of the incorporation and list of the current directors
- For profit organizations, a complete list of the shareholders
- Financial Statements
- Litigation Information (past or current)
- References
- Disclosure statement (see 3.3 for requirements)

- Fee for application (see 3.4 for details)

3.3. Disclosure Statement – With any request for sanction the Organization must make full disclosure of conflicting goals or relationships and contracts being employed. If the organization has no such disclosure to make a disclosure statement stating no conflicts and no contracts to disclose must be submitted. All of the following disclosures are to be made with the initial application:

3.3.1. Conflict of Interest Disclosures required:

- a) A full disclosure must be made of any business relationship with any of the members of the board of directors and staff of Cricket Canada;
- b) Full disclosure of potential competition with Cricket Canada sponsors with local, national or international companies, organizations or governments and where necessary with provincial sponsors depending on the scope of the event; and
- c) Any other disclosures that may be requested by Cricket Canada.

3.3.2. Contractual Disclosures required:

- (a) Players and/or officials who will participate in the event that are under contract, in some shape or form with their national organizations;
- (b) The promoters of the event have no contractual relationship with Cricket Canada;
- (c) If there is a potential of any kind to associate the event with Cricket Canada; and
- (d) The facilities to be used for the event are affiliated with Cricket Canada or its members or partners that may be local, provincial or national, through contracts, permits or implied agreement.

3.4. Fee for Application - All applicants shall pay a non-refundable processing fee the quantum of which will be approved by Cricket Canada yearly. The Organization applying for a sanction shall be responsible for making the necessary inquiries to obtain information of the processing fee in effect at the time of the application.

3.5. Review of application & Issuance of Letter of Intent

3.5.1. Initial discussion - Once a completed application is received by the Cricket Canada board, the promoter or like person or organization, will be given the opportunity to discuss the general scope and intent of the event with officials of Cricket Canada, primarily the Executive Committee members or the Chief Executive Officer.

3.5.2. Conditional letter of intent–Based on this initial discussion, Cricket Canada, through the President, the Chief Executive Officer or any other designated official will signal its conditional letter of intent (“LOI”) to provide a sanction for the event.

The letter of intent does not guarantee sanction but will state what further details the promoter or organization are required to fulfill and provide to Cricket Canada. The letter of intent may request the organization to provide any or all of the following but not limited to; purpose, players, sponsors, facilities, costs, insurances, performance bond, criminal background clearances, other partners and any other requirements as listed in the LOI.

3.6. Request to issue sanction Certificate – once the required documents have been gathered as per the LOI, the promoter, or like person of the organization must officially request a sanction from Cricket Canada in writing by outlining in detail every aspect of the event in fulfillment of the LOI. Cricket Canada will respond in writing through its designated officer, any further requirements of the sanction to be provided or confirmation of the sanction by issuing a letter certificate.

#### **4. FORM AND PAYMENT OF SANCTION**

4.1. The sanction will be in the form of a letter or a certificate signed by the President of Cricket Canada and the General Secretary and a copy of the board resolution authorizing the sanction shall be attached.

Further, the form of payment of the sanction will generally be a monetary payment to Cricket Canada, depending on the scope of the event.

4.2. The quantum of the monetary requirement will be subject to change on a yearly basis as per the approval of Cricket Canada. The Organization or like persons of the event will be responsible for making the necessary inquiries from the board to understand the monetary obligations.

4.3. Cricket Canada in its sole discretion may require certain security deposits to be made upfront.

If Cricket Canada is involved with the event as a partner, the monetary requirement will be negotiated with the event promoter or its designee.

4.4. As part of the Sanction a contract will be created with the appropriate royalty and revenue sharing details.

Any monetary requirement applied by Cricket Canada is due and payable by certified cheque or money order, within thirty (30) days after the sanction is approved, and /or thirty (90) days before the event, or a date prescribed by mutual agreement.

#### **5. RIGHTS, PRIVILEGES, AND OVERRIDING PROVISIONS**

5.1 Cricket Canada may perform its own Criminal back ground checks if deemed necessary. Cricket Canada expects the organization to provide information to support the background check process. The organization shall supply an undertaking and supporting documentation to the effect that its directors and key officers do not have any criminal background.

5.2 Proof of liability and health insurance coverage shall be provided to Cricket Canada at least 60 days prior to the start of the event. The amount required for such coverage will be detailed in the LOI.

5.3 The conduct of the game and appointment of the event officials (umpires and scorers) shall be the sole responsibility of the organization that has sanctioned the event, for which adequate cost shall be paid by the event organizers in advance.

5.4 Cricket Canada partners shall have the first right of refusal for sponsorship and/or partnering in the venture and a list of such partners will be provided to the Organization requesting sanction with the LOI.

5.5 The organization shall not engage any sponsor in the business/industry sector that are closed due to the International Cricket Council (ICC) or Cricket Canada (CC) privileges and rules or existing arrangements. Cricket Canada will provide a list of such closed sponsors to the Organization along with the LOI.

5.6 Current or previous sponsors of Cricket Canada shall not be approached for sponsorship or any other form of partnership without the expressed written consent from Cricket Canada.

5.7 The Organization can only engage Cricket Canada approved organizations. No unofficial partners, associations, organizations, may participate in the event unless approved by Cricket Canada.

5.8 Where a facility is under/was in use by an affiliate of Cricket Canada such as a province, a league or a club, the mere obtaining of permits through municipality or other rental agreement does not constitute proper facility arrangements. A no objection certificate (NOC) shall also be obtained from the previous user and attached with the application.

5.9 Additional sanctions and/or no objection certificates may be required from provincial organizations, rights holders, and other previously sanctioned events where a potential conflict may be present.

5.10. Cricket Canada does not sanction or approve privately owned infrastructure as part of the event sanction policy. Such approvals are subject to municipal and other government's acceptance and inspections of the grounds by Cricket Canada and/or ICC.

## **6 REVOCATION OF SANCTION OR LOI**

Cricket Canada retains the right and privilege to provide or revoke any sanction provided to any organization or person by showing just cause for such action, despite any issued LOI. The organization shall indemnify Cricket Canada from any consequences of losses or other liability from the operations or actions of the event. Cricket Canada at the time of revocation or denial may in its sole authority provide the organization an opportunity to re-apply or amend the application for sanction, with or without additional costs. Just causes for Cricket Canada to revoke sanction or deny sanction after issuance of LOI regardless of fulfillment of requirements, include but are not limited to any of the following:

- 6.1 Any changes to the event plan after issuance of the LOI which have not been approved by Cricket Canada;
- 6.2. Any substantial changes to the event plan after the Sanction has been granted which have not first been approved in writing by Cricket Canada;
- 6.3 If any disclosure required by this Clause 3.3 of this policy or of any substantial changes are not properly made in writing to Cricket Canada at the earliest possibility by the Organizers, sanction may be revoked or denied;
- 6.4 If any organization or promoters of the sanctioned event participate in any sort of misrepresentation at any stage, including but not limited to false advertising of sponsors, attendees, prizes etc.;
- 6.5 If the LOI is used inappropriately, which includes but is not limited to any promotion of the event to entice ticket sales by guaranteeing that the LOI is equivalent to an approved sanction;
- 6.6 If any promoter, organization or like person representing the organization carries on any form of illegal, fraudulent activity whether related to the event or not, or is charged or convicted of a criminal offence for which clearance has not been obtained in writing through disclosure to Cricket Canada;
- 6.7. If proof of liability and health insurance coverage is not provided to Cricket Canada at least 60 days prior to the start of the event;
- 6.8. If payment as required for the sanction is not made as contemplated by the parties or the timelines within this Policy;
- 6.9. Any changes to the approved format, dates and venue shall require a new sanction and a processing fee may be applied by Cricket Canada on its sole discretion;
- 6.10. Engaging any sponsor in the event that is closed due to ICC or CC arrangements, privileges and rules;
- 6.11. Engaging any other sponsors, participants and organizations not approved by Cricket Canada;

6.12. Despite meeting Cricket Canada requirements as per the LOI, any event not passing the sanction authorization process of host provinces, and not rectified by Supremacy of rules or dispute resolution will result in sanction being revoked; or

6.13. The Organization and/ or the promoters of the event engage in any acts that adversely affect the reputation and business of Cricket Canada.

## **7. SUPREMACY OF SANCTION RULES**

7.1 In case there is a conflict or omission of any ICC rules and regulations, current rules and regulations shall prevail, with ICC rules being Supreme to all sanctioning authorities.

7.2 Where League rules or provincial rules conflict, Cricket Canada will have decision making authority to extent required to rectify the conflict. If Cricket Canada rules and regulations conflict with ICC rules and regulations, Cricket Canada will follow the current ICC rules.

7.3 It is the duty of the event organizers to comply with such requirements and cover any costs that are associated with the compliance.

7.4 In the case where ICC rules change and have the implication that the sanction granted by Cricket Canada cannot be amended to comply, or the Organization cannot meet the necessary requirements to comply, the sanction shall be denied and the Organization shall save harmless Cricket Canada together with its officers and directors from and against all claims, charges or demands which may be made against them.

## **8. COMMITMENT**

Cricket Canada commits to any organization and person willing to host cricket events, of its sincere intent to cooperate in all forms, to meet the obligations that Cricket Canada have, in the development of the sport in Canada.

## **9. NATURE OF RELATIONSHIP & LIABILITY**

9.1. Nothing in this Policy shall constitute or be construed to create a partnership other than authorized between Cricket Canada and the requesting organization to the extent required to give effect to any granted sanction.

9.2. Regardless of any mention in this policy of the authority to sanction by the ICC, Provincial organization or league, the Cricket Canada shall not be liable for any rules and regulations made by such authorities and any actions, claims or liabilities arising from acts or omissions of these separate authorities.

9.3. Cricket Canada is not liable for any rules and regulations of any other sanction authority, including but not limited to ICC, Provincial Organization, Leagues or Clubs.

9.4. If the organization fails to observe, perform or fulfill any terms, conditions, undertakings, as represented in order to obtain the sanction, carry out the sanctioned event, the organization is solely responsible for any and all claims, actions or liabilities arising out of such acts or omissions.

## 10. DISPUTE RESOLUTION

Any dispute in relation to an authorized sanction, LOI, revoked sanctions, requirements of a sanction and/or interpretation rights, privileges, liabilities, rules and regulations within the jurisdiction of Cricket Canada must first be presented in writing to Cricket Canada and thereafter follow the dispute process herein:

10.1. Negotiation – Cricket Canada and any other party to the dispute will within (14) days of service arrange a time to either orally or in writing discuss the dispute and possible solutions by negotiations through the involved parties.

10.2. Mediation/Arbitration – If a dispute cannot be resolved by negotiations between the parties within (30 days) of the written notice of the dispute by way of negotiations, the dispute may be determined through the parties entering a dispute resolution process, such as mediation or arbitration. Costs to proceed will be shared equally by the parties, with the final awarding of costs being left to the mediator or arbitrator to determine the quantum of costs that the unsuccessful party should pay the other.

10.3. Litigation – If the dispute resolution process fails, the parties can apply for due process through the jurisdiction of the laws of Ontario.

## 11. SEVERABILITY

If for any reason, any provision of this Policy is held invalid or unenforceable to any extent, then such a provision will be interpreted to the extent required to render the same valid, enforceable and consistent with the original intent underlying such a provision. Any such invalidity or unenforceability will not affect any other provision of this policy and the rest of this policy will be enforced to the fullest extent permitted by applicable law of Canada.

## Revision History

Revision #	Revision Date	Approved By	Major Changes or Reason for Changes