

HOCKEY CANADA

**BY-LAWS
REGULATIONS
HISTORY**

I. OVERVIEW

1. DEFINITIONS

The following terms have these meanings in these By-laws:

- a) Act – the Canada Not-for-Profit Corporations Act, S.C. 2009, c.23, including the Regulations made pursuant to the Act, and any statutes or regulations that may be substituted, as amended from time to time;
- b) Articles – the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of Hockey Canada;
- c) Auditor – a Public Accountant, as defined in the Act, appointed by the Members by Ordinary Resolution at the Annual Meeting to audit the books, accounts, and records of Hockey Canada for a report to the Members at the next Annual Meeting;
- d) Board – means the Board of Directors of Hockey Canada;
- e) By-Laws – means the By-Laws of Hockey Canada, as amended from time to time;
- f) Chair of the Board – means the Chair of the Board of Directors of Hockey Canada;
- g) Club – means a local Minor Hockey Association operated and controlled by a duly elected Executive or Board of Directors;
- h) Days – days inclusive of weekends and holidays;
- i) Delegate – means an individual who is designated by a Member to represent that Member’s interests at a Members’ Meeting;
- j) Director – an individual elected or appointed to serve on the Board pursuant to these By-laws;
- k) Division – means the classes of hockey operated within Hockey Canada, as further described in the Regulations;
- l) Head Office – has the meaning described in By-Law 3.1;
- m) Hockey Canada School With Residence - has the meaning set out in the Regulations;
- n) Hockey Canada Accredited School - has the meaning set out in the Regulations;
- o) IIHF – means the International Ice Hockey Federation;

- p) Member – has the meaning described in By-Law 8.1 and, where appropriate, means the designated individual, Delegate or representative duly authorized to appear for and make decisions on behalf of such Member;
- q) Members' Meeting – means any Annual or Special Meeting;
- r) Officer – has the meaning described in By-Law 40.1;
- s) Ordinary Resolution – a resolution passed by a majority of the votes cast on that resolution;
- t) Playing Rules – means the rules that govern the game of hockey in Canada, as set out in the Official Rule Book of Hockey Canada, as amended from time to time;
- u) Policies – means the policies of Hockey Canada, as approved by the Board, and as amended from time to time, and may include Member policies, where specifically indicated within the By-Laws;
- v) President – means the President and Chief Operating Officer of Hockey Canada;
- w) Proposal – a notice submitted to Hockey Canada by a Member specifying a matter that the proposing party wishes to raise at a meeting and that meets the requirements of Section 163 of the Act;
- x) Qualified Donee – has the meaning assigned by the Income Tax Act;
- y) Regulations – means the Regulations of Hockey Canada, as amended from time to time;
- z) Season – means the annual hockey season which commences on June 1 and ends on May 31 of the following year;
- aa) Special Resolution – a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution; and
- ab) Task Team – has the meaning described in By-Law 45.

2. NAME AND PURPOSE

- 2.1 The name of the organization shall be Hockey Canada.
- 2.2 Hockey Canada is the self-governing body of amateur hockey, including para hockey, in Canada.
- 2.3 Hockey Canada represents Canada internationally and is a member of the IIHF.
- 2.4 A Special Resolution passed by the Members is required to make any amendment to the organization's name.

BY-LAWS

3. HEAD OFFICE

- 3.1 The Head Office of Hockey Canada shall be in Calgary, Alberta. The Board may establish such other offices as the affairs of Hockey Canada may require.
- 3.2 A Special Resolution passed by the Members is required to make any amendment to the province in which the Head Office of Hockey Canada is located.

4. OBJECTIVES

- 4.1 The objectives of Hockey Canada are to:
- a) Regulate amateur hockey in Canada and establish uniform playing rules;
 - b) Promote the sport of amateur hockey in Canada, on a nationwide basis;
 - c) Oversee a structure that includes Members, Clubs, associations, Leagues, and Teams involved in amateur hockey;
 - d) Deliver a training program that brings promising athletes from the grassroots level to national and international levels through various qualifying competitions;
 - e) Manage national teams to participate in international competitions;
 - f) Stage and sanction regional, national, and international competitions and sanction local and Member competitions;
 - g) Act as Canadian representative on the IIHF;
 - h) Provide a training and certification program for coaches and officials, and provide training programs for other hockey development programs; and
 - i) Carry out fundraising activities and redistribute funds for local Clubs and Member organizations.

5. FISCAL YEAR

- 5.1 The fiscal year of Hockey Canada begins on July 1 and ends on June 30 the following year, unless otherwise determined by the Board by way of Ordinary Resolution.

6. OFFICIAL LANGUAGES

- 6.1 The official languages of Hockey Canada are English and French. Simultaneous translation between English and French will be provided at all Members' Meetings, at all Member Forums, and at plenary sessions of all Congresses. Official documents will be published in English and French.

7. COMPLIANCE

- 7.1 Hockey Canada is a self-governing organization. Membership in Hockey Canada and its constituent bodies is voluntary. Membership in Hockey Canada includes:
- a) acceptance of the final and binding authority of Hockey Canada;
 - b) adherence to and observance of the By-Laws, Regulations, Playing Rules, Policies and related decisions of Hockey Canada;
 - c) acceptance of and subscription to such insurance coverage and membership fees as may be approved and made mandatory by Hockey Canada from time to time;
 - d) acceptance of the final and binding authority of the IIHF in relation to all international matters;
 - e) acknowledgement that the Members share the same goals, philosophies and responsibilities and agree to be governed by a uniform set of rules and regulations that Hockey Canada may establish from time to time.

II. MEMBERSHIP

8. MEMBER CLASSES

8.1 Hockey Canada shall have only one class of Members. Those Members are the duly constituted Provincial, Regional or Territorial Associations/Federations listed in By-Law 9.1 that are responsible for the management of amateur hockey within their geographic region and that shall have the responsibility for representing their constituents at Hockey Canada meetings.

9. MEMBERS

- 9.1 Each of the following geographic regions shall be governed by one Member registered with Hockey Canada in accordance with these by-laws, namely:
- a) the British Columbia Amateur Hockey Association shall have jurisdiction over the Province of British Columbia and the Yukon Territory;
 - b) Hockey Alberta shall have jurisdiction over the Province of Alberta;
 - c) the Saskatchewan Hockey Association shall have jurisdiction over the Province of Saskatchewan;
 - d) Hockey Manitoba shall have jurisdiction over the Province of Manitoba;
 - e) Hockey Northwestern Ontario shall have jurisdiction over that part of Northwestern Ontario west of the 85th meridian;
 - f) Hockey Eastern Ontario shall have jurisdiction over the portion of the Province of Ontario lying east of and including the Counties of Leeds, Lanark and Renfrew except the town of Gananoque and the portion west of Highway number 32 and south of Highway number 15;
 - g) the Ontario Hockey Federation shall have jurisdiction over the Province of Ontario other than those portions described in subparagraphs (e) and (f) herein;
 - h) Hockey Québec shall have jurisdiction over the Province of Québec;
 - i) Hockey New Brunswick shall have jurisdiction over the Province of New Brunswick;
 - j) Hockey Nova Scotia shall have jurisdiction over the Province of Nova Scotia;
 - k) Hockey PEI shall have jurisdiction over the Province of Prince Edward Island;
 - l) Hockey Newfoundland and Labrador shall have jurisdiction over the Province of Newfoundland and Labrador; and
 - m) Hockey North shall have jurisdiction over the Northwest Territories and Nunavut.

- 9.2 Each Member, as a condition precedent to membership in Hockey Canada, shall adopt By-Laws, Regulations, Playing Rules and Policies that conform to the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada. Should any Member resign or have its membership terminated, leaving any geographic region described in By-Law 9.1 vacant, an applicant seeking to fill that vacancy may apply for membership in writing to the Board through the Chief Financial Officer of Hockey Canada, expressing compliance with and adherence to the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada, accompanied by the requisite fee for membership and a copy of the applicant's By-Laws, Regulations and Policies. Membership shall take effect upon approval of the application by the Board by Ordinary Resolution.
- 9.3 Members may establish conditions for accepting new Members.
- 9.4 A Special Resolution passed by the Members is required to create a new class or group of members, or to change a condition required for being a Member.

10. MEMBERS' RIGHTS

- 10.1 Members have the following rights:
- a) to receive notices of Members' Meetings;
 - b) to attend and speak at Members' Meetings;
 - c) to submit Proposals for inclusion on the agenda of Members' Meetings;
 - d) to vote in accordance with Hockey Canada's By-Laws at any Members' Meeting on matters including, but not limited to, By-Law, Regulation and Playing Rule changes and the election of the Board;
 - e) to attend Congresses;
 - f) to participate in competitions and other programming organized by Hockey Canada;
 - g) to classify the teams under their jurisdiction into Divisions and Categories consistent with Hockey Canada's Regulations;
 - h) to exercise all other rights and privileges arising from the By-Laws and Regulations of Hockey Canada, and such other rights and privileges as the Board may, from time to time, determine.
- 10.2 A Member may make special application to the Board to have Regulations, Playing Rules, Policies, Board of Directors' decisions and national rulings applied in that Member's geographic region in a more restrictive or less restrictive manner.
- 10.3 A Special Resolution passed by the Members is required to change any of the rights described in this By-Law.

11. MEMBER OBLIGATIONS

- 11.1 Each Member is obliged and empowered to foster, conduct and control amateur hockey within its geographic region in a manner consistent with Hockey Canada's By-Laws, Regulations, Playing Rules, Policies and Board decisions. All games played within a Member's geographic region, and the qualification of all Registered Participants competing in such games, must conform to such By-Laws, Regulations, Playing Rules, Policies and decisions.
- 11.2 Subject to By-Laws 10.2 and 10.3, no Member shall amend its By-Laws, Regulations, Playing Rules or Policies in a manner that conflicts with the By-Laws, Regulations, Playing Rules or Policies of Hockey Canada. Every Member shall submit all amendments or changes to its By-Laws or Regulations, together with a complete list of its board of directors or similar executive body, in writing annually to the Chief Financial Officer of Hockey Canada, who will include the details of such compliance in his annual report to the Board.
- 11.3 Each Member shall pay an annual assessment, which shall be determined by the Board. An interim payment, based on fifty percent (50%) of the current year's assessment will become due and payable to Hockey Canada on December 1 with the remainder due and payable on April 1 the following year. Any Member who does not pay such fees in total by April 1 shall be notified within seven (7) Days by the Chief Financial Officer of Hockey Canada and may have its membership rights suspended. Failure to pay by July 1 may result in disciplinary sanctions including, without limitation, expulsion from Hockey Canada.
- 11.4 Each Member shall ensure that the Board, through a qualified Auditor, shall have immediate access on demand to all books, vouchers, receipts, and records that generally pertain to the finances and operation of that Member, or of any league or Club affiliated with such Member. If the Auditor's report to the Board documents a qualified or adverse opinion, the Board may take appropriate disciplinary measures.
- 11.5 Each Member shall comply fully with all other duties arising from the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada.
- 11.6 A Special Resolution passed by the Members is required to make any addition, change or deletion to the obligations of membership described in this By-Law.
- 11.7 A membership in Hockey Canada is not transferrable.

III. PARTNERS

12. PARTNERS

- 12.1 Hockey Canada, through its Board, may grant Partner status to organizations that Hockey Canada has recognized as significant stakeholders in the game of hockey in Canada.
- 12.2 The current Partners of Hockey Canada include:
- a) Aboriginal Sport Circle
 - b) Canadian Amputee Hockey Committee
 - c) Canadian Armed Forces
 - d) Canadian Ball Hockey Association
 - e) Canadian Deaf Ice Hockey Federation
 - f) Canadian Hockey League
 - g) Canadian Junior Hockey League
 - h) Hockey Canada Foundation
 - i) National Hockey League
 - j) National Hockey League Players' Association
 - k) Roller Hockey Canada
 - l) U Sports
- 12.3 The Board by way of Ordinary Resolution may grant Partner status to additional organizations at such times and on such terms as it deems appropriate.
- 12.4 Partners are entitled to such rights and have such responsibilities as the Board may, from time to time, determine.
- 12.5 Partners shall have no voting rights, other than in the Committees or Task Teams on which they serve, and shall not be deemed Members of Hockey Canada.
- 12.6 The Board may terminate any Partner's status by way of Ordinary Resolution.

IV. OTHER STAKEHOLDERS

13. GENERAL

- 13.1 In addition to the Members and Partners, Hockey Canada recognizes that its Registered Participants, Referee-in-Chief, Life Patrons and Athlete Representatives all contribute to the success of Hockey Canada.

14. REGISTERED PARTICIPANTS

- 14.1 Any person, Club, team, Association, league, Hockey Canada School With Residence, Hockey Canada Accredited School, or similar entity registered with Hockey Canada or any of its Members, or any person, affiliated with or associated with, in any capacity whatsoever, any Club, team, league, Hockey Canada School With Residence, Hockey Canada Accredited School or similar entity participating in games or activities of any kind sponsored or organized by Hockey Canada or any of its Members, including but not limited to the parents or legal guardians of any minor aged participant registered in Hockey Canada programming, shall not have membership status within Hockey Canada but, rather, shall be referred to throughout these By-Laws as a “Registered Participant”.
- 14.2 Participation in Hockey Canada programming is voluntary. Registration within programming offered by Hockey Canada or one of its Members entails acceptance by the Registered Participant, including the parents or legal guardians of any minor aged registrant of the final and binding authority of rules and decisions of the Board, adherence to and observance of the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada and acceptance of and subscription to such insurance coverage and Registered Participant registration fees as may be approved and made mandatory from time to time by the Board.

15. ATHLETE REPRESENTATIVES/REFEREE-IN-CHIEF/LIFE PATRONS

- 15.1 The Board shall appoint an athlete from each of Hockey Canada’s Male, Female and Para hockey programs to represent that program’s interests.
- 15.2 A Referee-in-Chief shall be appointed by the Board for a two year term by way of Ordinary Resolution no later than May 31 of each even numbered year. The Referee-in-Chief shall be responsible for reporting to and advising the Board on matters relating to all aspects of officiating.

- 15.3 Life Patrons are individuals acknowledged for their distinguished contributions to Hockey Canada.
- 15.4 Athlete Representatives, the Referee-in-Chief, and Life Patrons shall each have such rights and privileges as the Board may from time to time determine, but shall not be entitled to vote, other than in the Committees or Task Teams to which they may be assigned, and will not be deemed to be Members.

V. RESIGNATION, SUSPENSION, EXPULSION, TERMINATION

16. RESIGNATION

- 16.1 Any Member may resign from Hockey Canada by submitting a resignation in writing. In order to be effective, any such written resignation must be received by the Chief Financial Officer of Hockey Canada at least six months prior to Hockey Canada's Annual Meeting, otherwise, the Member shall retain that status for the following year and any financial responsibilities associated with that status under these By-Laws shall remain in effect.

17. SUSPENSION

- 17.1 The Board by way of Ordinary Resolution may suspend any Member that breaches or violates any decision of the Board or any By-Law, Regulation, Playing Rule or Policy of Hockey Canada. Any such suspension shall have immediate effect, and shall continue until the earlier of the date upon which the Board lifts it, or until the next Members' Meeting, where it may be extended by way of Ordinary Resolution of the Members in attendance at that meeting and on such terms as those Members deem appropriate. The suspended Member shall not be included in the calculation of the number of votes required to constitute a majority.
- 17.2 A suspended Member shall lose its rights within Hockey Canada including the right to vote. Other Members and Partners may not engage in any hockey related activity with a suspended Member unless authorized by the Board.
- 17.3 If a Member is suspended, the Board shall proceed with the organization of such groups and leagues within the territory of that suspended Member for the then current Season as may be necessary to enable Clubs so desiring to participate in the games within the geographic region previously managed by that Member, and to declare winners to represent that region in inter-Member play-offs.
- 17.4 Without limiting or restricting the generality of anything elsewhere contained in the By-Laws, Regulations, Playing Rules and Policies, and without limiting any of the specific or general powers of the Board, any breach or violation by any Registered Participant of any provision of the By-Laws, Regulations, Playing Rules and Policies, or of any decision of the Board may result in an immediate indefinite suspension or expulsion of that Registered Participant, including any Club or team with whom that Registered Participant is associated or affiliated, in accordance with the powers of the Chair set out in By-Law 32.4.

- 17.5 Any suspension imposed under these By-Laws shall continue until the requirements for lifting the suspension have been met. The Board may remove or remit, on such conditions as it may deem fit, any suspension or penalty that has been imposed by the Board or by operation of any of the provisions of these By-Laws.

18. EXPULSION

- 18.1 The Board may expel a Member or terminate its relationship with a Partner that:
- a) fails to fulfill its financial obligations to Hockey Canada;
 - b) seriously or repeatedly violates the By-Laws, Playing Rules, Regulations, directives, policies or decisions of Hockey Canada or the IIHF; or
 - c) is deemed to have brought the sport of hockey into disrepute.
- 18.2 At least seventy-five percent (75%) of the Board must be present for an expulsion described in By-Law 18.1 to be valid. The motion for expulsion must be passed by Special Resolution of the Directors in attendance.
- 18.3 A Member, Life Patron, Referee-in-Chief, or Registered Participant may be suspended or expelled from Hockey Canada in accordance with Hockey Canada's policies and procedures relating to discipline. Except as provided in By-Law 32.4, no suspension or expulsion may occur under these By-Laws unless the Board has provided the party facing such potential discipline with a statement of the reason or reasons for the proposed discipline. The statement shall be provided at least thirty (30) Days prior to the meeting at which the proposed disciplinary sanction is to be voted on, and shall include a notice of the place and time when the disciplinary meeting will be occurring. The party facing potential discipline shall be given an opportunity to be heard prior to any decision being rendered.
- 18.4 Hockey Canada's relationship with a Partner may be terminated in the manner set out in the agreement between that Partner and Hockey Canada.

19. EFFECT OF RESIGNATION, EXPULSION OR TERMINATION

- 19.1 Loss of membership status by resignation or expulsion, or of Partnership status by termination, immediately terminates all rights and privileges that the Member or Partner enjoyed within Hockey Canada, but does not relieve that Member or Partner from its financial obligations to Hockey Canada, other Members or Partners, or anyone else to whom the Member or Partner may have a financial obligation for which Hockey Canada may bear liability.

BY-LAWS

- 19.2 Following the resignation or expulsion of a Member, the Board may award membership status to another entity which will then be authorized by the Board to manage amateur hockey within the geographic region formerly under the control of the resigning or expelled Member, or may otherwise reorganize or divide the region of such former Member among the other Members and any other entity, as the Board deems appropriate.

VI. MEETINGS

20. GENERAL PROVISIONS

- 20.1 The current edition of Robert's Rules of Order shall be used as a reference at any Board or Members' Meeting so far as they may be applicable without coming into conflict with the act of incorporation, Articles, By-Laws, Regulations and Policies adopted by Hockey Canada.
- 20.2 At all Board meetings, a quorum shall consist of a majority of the number of Directors.
- 20.3 At all Members' Meetings, a quorum shall consist of those Members holding a majority of the votes that are eligible to be cast at a meeting of Members.
- 20.4 All Members' Meetings, except a Special Meeting requested under By-Law 22.1(b), shall be called by the President on order of the Chair of the Board. The President shall send notice of the time and place of Members' Meetings to each Director and to the office of each Member. Such notice shall be sent by mail, courier, personal delivery, telephonic, electronic or other communication facility not less than twenty-one (21) Days before the meeting and shall be accompanied by a meeting agenda and reasonable information to permit Members to make informed decisions. Members' Meetings may be held upon shorter notice provided waivers of notice are given in writing by all Members having voting rights at that meeting.
- 20.5 If the Directors or Members call a meeting of Members, those Directors or Members, as the case may be, may determine that the meeting shall be held entirely by means of a telephonic, electronic, or other communication facility that permits all participants to communicate adequately with each other during the meeting.
- 20.6 Any person entitled to attend a Members' Meeting may participate in the meeting by means of a telephonic, an electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting. A person so participating in such a meeting is deemed to be present at the meeting, and may vote at the meeting by means of the communication facility that Hockey Canada has made available for that purpose.
- 20.7 Delegates to all Members' Meetings shall be affiliated with the Member which they represent. Members will provide Hockey Canada with written notice of the names of its Delegates ten (10) Days prior to the Members' Meeting that

BY-LAWS

the Delegate will be attending. An alternate Delegate may be substituted for a named Delegate who is unable to attend the Members' Meeting.

- 20.8 Copies of the minutes of all Members' Meetings shall be forwarded as expeditiously as possible after such meetings to members of the Board of the Directors and the offices of each Member.
- 20.9 A Special Resolution passed by the Members is required to make any change to the manner of giving notice described in By-Law 20.4.
- 20.10 Speaking privileges at any Members' Meeting are reserved for the Board, Delegates, the Chief Executive Officer, the President and Chief Operating Officer, and such other persons as may be recognized by the Chair.

21. ANNUAL MEETING

- 21.1 The Annual Meeting of Hockey Canada shall be held at a time and place to be determined by the Board. The Annual Meeting shall be held no later than six (6) months after the end of Hockey Canada's preceding financial year.
- 21.2 At Annual Meetings, the business that shall be transacted shall be limited to:
- a) presentation of Delegates' credentials;
 - b) roll call of Delegates;
 - c) establishment of quorum;
 - d) approval of minutes;
 - e) Chair of the Board's report;
 - f) Chief Executive Officer's Report;
 - g) President and Chief Operating Officer's report
 - h) Board report;
 - i) registration and finance reports;
 - j) presentation** of financial statements;
 - k) appointment of Auditor;
 - l) admissions, suspensions and expulsions;
 - m) amendments to By-Laws, Regulations and Playing Rules;
 - n) general or new business;
 - o) elections;
 - p) date and place of next Annual Meeting;

q) adjournment.

22. SPECIAL MEETING

22.1 Special Meetings shall be held when requested by:

- a) 2/3 of the Board in a written submission to the President and Chief Operating Officer or by a Board motion; or
- b) Members who collectively hold at least five per cent (5%) of the votes that may be cast at a meeting of Members. Any such request shall be made in a written submission to the President and the Board, and must set out the purpose for which such meeting is being requested.

22.2 Any Special Meeting requested under By-Law 22.1(b) shall be called by the Board within twenty-one (21) Days of its receipt of the request.

22.3 The President shall prepare the agenda for the Special Meeting, and shall limit that agenda to the items specified in the Special Meeting request.

22.4 The agenda of a Special Meeting may not be altered.

23. CONGRESSES

23.1 The Board shall schedule Congresses at such times and places as it determines. The agenda for such Congresses shall be determined by the Board, and may focus on issues including, but not limited to, the execution of Board priorities, technical workshops, professional development, policy issues, and governance.

24. VOTING

24.1 Each Member, with the exception of Hockey Québec and the Ontario Hockey Federation, is entitled to cast two (2) votes on any matter on which Members are entitled to vote.

24.2 Hockey Québec and the Ontario Hockey Federation are each entitled to cast five (5) votes on any matter on which Members are entitled to vote.

24.3 Decision shall be by a majority of the votes cast, unless the favourable vote of a larger proportion of the votes is required by these By-Laws. The Chair of the Board shall cast a ballot only in the event of a tie on any matter in which the Board is entitled to vote. In all other cases, the Chair shall not vote.

24.4 If a vote is held during any meeting in which one or more voting Delegate is participating by means of telephonic, electronic, or other communication facility, the Chair of the meeting shall ask each participant holding voting rights to vote orally, and shall add, tabulate and report the result to the

BY-LAWS

participants, unless a ballot is demanded by a Member entitled to vote at the meeting, or the By-Laws specifically require a secret ballot.

- 24.5 Absentee voting and voting by proxy shall be prohibited in all circumstances.
- 24.6 At meetings in which all voting Delegates are physically present in the same location, voting shall be by a show of hands unless a ballot is demanded by a Member entitled to vote at the meeting, or the By-Laws specifically require a secret ballot.
- 24.7 In lieu of conducting a formal vote on any resolution that can be adopted by a Ordinary Resolution, the Chair may ask the Members to indicate whether there are any objections to a particular resolution that has been put forward. If any objections are noted, the resolution shall be put to a formal vote. If no objections are noted, the resolution shall be deemed to be adopted by consensus, and no formal vote will be required.
- 24.8 A Special Resolution passed by the Members is required to make any amendment to the method of voting by Members not in attendance at a meeting, as described in By-Law 24.4.

VII. BOARD OF DIRECTORS

25. ROLE

25.1 The Board shall manage, or supervise the management of, the activities and affairs of Hockey Canada, and is accountable to the Members which it serves.

26. COMPOSITION AND ELIGIBILITY

26.1 The Board shall consist of **a number of Directors between the minimum and maximum number of Directors specified in the Articles provided that:**

- a) **The number of elected Directors will be fixed by Ordinary Resolution of the Members;**
- b) **The Board's composition shall not include more than sixty percent (60%) representation of the same gender identity. If a Board vacancy occurs or the Members fail to elect the number of Directors fixed under subsection (a), resulting in the Board's composition including more than 60% representation of the same gender identity, the Board and the Members shall make reasonable efforts to fill the vacancy or elected position promptly, and the Board may continue to conduct business while the process to fill that vacancy or elected position is ongoing.**
- c) **The Board may appoint Directors within the legal limits imposed by the Act provided that the total number of elected and appointed Directors does not exceed the maximum number of Directors specified in the Articles.**

26.2 All Directors, within thirty (30) days of taking office, shall divest themselves of any **active executive position within a Member organization including, without limitation, a position on the board of directors of that Member, or any executive position within a Club, league or team.** Any person seeking election as a Director shall declare any conflict of interest in advance of election, in accordance with Hockey Canada's Conflict of Interest Policy.

26.3 No Director may be a paid employee of Hockey Canada or of a Member or of a Partner.

26.4 In order to qualify to become or act as a Director, an individual must:

- a) be a citizen or permanent resident of Canada;
- b) be at least eighteen (18) years of age;
- c) not be an undischarged bankrupt;
- d) have the capacity under law to contract;
- e) not have been declared incapable by a court in Canada or in another country.

26.5 A Special Resolution passed by the Members is required to increase or decrease the number of Directors set out in By-Law 26.1.

27. NOMINATIONS

- 27.1 Nominations for the position of elected Director must be submitted to the Nominating Committee who will create a short list of candidates to be placed on the election ballot.
- 27.2 All nominations for the position of elected Director must be submitted to the Chair of the Nominating Committee, at least sixty (60) days prior to the commencement of the Annual Meeting, and shall include a resume of the candidate's credentials and a written statement by the candidate expressing a willingness to serve as a Director. The Nominating Committee shall forward the materials of all shortlisted candidates to the Members at least thirty (30) days prior to the commencement of the Annual Meeting. For the 2022 elections only, the dates described above shall be reduced to thirty-seven (37) days and nineteen (19) days respectively.
- 27.3 Nominations from the floor at the Annual Meeting are not permitted.

28. ELECTIONS

- 28.1 **Elections shall be held at each Annual Meeting to fill the positions of the elected Directors whose terms have expired. The election of Directors shall be conducted by secret written ballot. The names of all candidates for elected Directors' positions shall appear on the ballot.**
- 28.2 **Each Member in attendance at the Annual Meeting shall receive a number of ballots equal to the number of votes the Member is entitled to cast as described in By-Law 24. Each Member shall designate one or more of its Delegates to vote on that Member's behalf.**
- 28.3 **Except as described in By-Law 28.4, a ballot shall be considered spoiled and shall not count as a vote cast if it:**
- a) **contains votes for a number of candidates other than the number of available Directors' positions; or**
 - b) **includes votes for a number of candidates of a specific gender identity in excess of the maximum number of such candidates permitted to serve on the Board in By-Law 26.1.**
- 28.4 **Notwithstanding anything to the contrary in this By-Law 28, if the number of candidates on the initial election ballot is equal to the number of available Board positions, a ballot containing votes for fewer candidates than the number of available positions shall not be considered spoiled, and there shall be a single round of voting, with only those candidates who receive a majority of the votes cast being declared elected as Directors.**

- 28.5 **The available Director positions shall be filled by the candidates receiving the most votes, subject to the following:**
- a) **a candidate must receive a majority of the votes cast to be elected as a Director; and**
 - b) **the overall Board composition must meet the gender identity requirements described in By-Law 26.1.**
- 28.6 **If following any round of voting, any elected Director position remains unfilled due to an insufficient number of candidates receiving a majority of the votes cast, another round of voting shall occur with the ballot adjusted as follows:**
- a) **The names of the elected candidates shall be removed from the ballot; and**
 - b) **The name of the candidate(s) receiving the fewest votes in the previous round of voting shall be removed from the ballot if the removal of such unelected candidate's name from the ballot would not cause the Board to be unable to meet the gender identity composition requirements described in By-Law 26.1.**

This process shall continue in successive rounds of voting until all elected positions are filled.

- 28.7 **If the election process described above results in a sufficient number of candidates receiving a majority of the votes cast to fill all available Board positions, but does not result in a Board composition that meets the gender identity requirements described in By-Law 26.1:**
- i) **the candidate(s) of the overrepresented gender identity with the fewest number of votes, who would otherwise have been elected to a position in that round of voting, but whose election would cause the Board to include too many Directors of a specific gender identity, shall not be declared elected;**
 - ii) **the position on the Board that otherwise would have been filled by the individual described in subsection (i) shall be filled by the candidate(s) not within the overrepresented gender identity, who received the highest number of votes in that round of voting, provided that such candidate(s) received a majority of the votes cast in that round.**

If an insufficient number of such candidates from any underrepresented gender identity receive a majority of the votes cast in that round, another round of voting shall be conducted and shall include only those candidates from the previous round of voting who are not within the overrepresented gender identity, using the process generally described in this By-Laws 28. This process shall continue in successive rounds of voting until all elected positions are filled.

BY-LAWS

- 28.8 If there is a tie for the final Director’s position(s), the names of the tied candidates shall appear on a new ballot, and the voting procedure generally described in this By-Law 28 shall continue until all Director positions have been filled. In the event of a deadlock, as determined by the Chair of the Nominating Committee or their designate, at their sole and absolute discretion, the final Director’s position(s) shall be filled by a random draw conducted by the Chair of the Nominating Committee or their designate, from among the deadlocked candidates.**
- 28.9 Upon the completion of the elections, only the names of the elected Directors shall be announced at the Annual Meeting by the Chair of the Nominating Committee or their designate. All election ballots will be destroyed after those names are announced.**
- 28.10 Notwithstanding anything to the contrary in this By-Law 28, if the Annual Meeting is held wholly by means of telephonic, electronic, or other telecommunication facility, voting for Board elections, including the election for the Chair of the Board, shall occur prior to or during the Annual Meeting by an alternative method to that described in By-Laws 28.1 and 28.2, as determined by the Nominating Committee, provided that such alternative voting method:**
- a) Allows the votes cast to be gathered in a manner that permits their subsequent verification; and**
 - b) Permits the votes to be tallied, and the results of the election to be presented to the Members by the Chair of the Nominating Committee at the Annual Meeting in accordance with By-Law 28.9, without it being possible for Hockey Canada to identify how any individual Member voted.**
- 28.11 At the 2023 Annual Meeting, the Members shall elect nine (9) Directors, following the process described in this By-Law 28. Notwithstanding any other provision in these By-Laws regarding term lengths, for the 2023 elections only, and subject to By-Law 28.5 and 28.7:**
- a) the Chair, as appointed by the Board under By-Law 31, and the two (2) candidates receiving the highest number of votes shall serve a three (3) year term;**
 - b) the three (3) candidates receiving the next highest number of votes shall serve a two (2) year term;**
 - c) the final three (3) Director positions shall be filled for a one (1) year term by the three (3) candidates receiving the next highest number of votes.**
- Any ties for the final positions described in subsections (a) and (b) shall be broken by a random draw conducted by the Chair of the Nominating Committee from among the tied candidates.**

29. APPOINTMENT OF DIRECTORS

- 29.1 The Board may include appointed Directors in a number that does not exceed the maximum specified in By-Law 26.1(b).
- 29.2 Within thirty (30) Days of receiving a request from the elected Directors, the Chair of the Nominating Committee shall forward to the Board the names of individuals recommended by the Nominating Committee to fill any appointed positions.
- 29.3 The elected Directors by Special Resolution, may appoint a recommended candidate to serve as an appointed director.

30. TERM

- 30.1 Elected Directors shall serve a **three (3)** year term unless otherwise specified in the By-Laws. **Except for Directors to whom By-Law 35.3 applies**, the term shall commence at the end of the Annual Meeting at which they were elected and terminates at the end of the Annual Meeting occurring approximately **three (3)** years later.
- 30.2 The term of every appointed Director shall commence at the date of such appointment and expires immediately upon the close of the next Annual Meeting.
- 30.3 No elected Director whose term is expiring may run for re-election at an Annual Meeting if that Director's **length of service on the Board, including the term for which they are seeking re-election would exceed nine (9)** consecutive years . Any such Director shall not be eligible to stand for election or appointment to the Board for a period of **three (3)** consecutive years thereafter.

31. ELECTION OF CHAIR

- 31.1 **As soon as possible after each Annual Meeting where the previous Board Chair's term has expired, the elected Directors shall appoint a Director to serve as the Chair of the Board for a three (3) year term. Any elected Director, including a newly elected Director, may be appointed as Chair, provided their three (3) year appointment as Chair and their past service on the Board would not cause their years of consecutive service on the Board to exceed nine (9) years.**
- 31.2 No individual may serve more than two (2) consecutive **three (3)** year terms as Chair of the Board.

BY-LAWS

32. DUTIES OF CHAIR

- 32.1 The Chair of the Board shall preside at all meetings of the Board and Members' Meetings. In the Chair of the Board's absence, the Board shall, by Ordinary Resolution, designate a Director to serve as Chair of the Board.
- 32.2 The Chair of the Board shall be a representative for Hockey Canada at all Congresses of the IIHF.
- 32.3 The Chair of the Board shall be an alternate signing officer of Hockey Canada.
- 32.4 The Chair of the Board, or a Director designated by the Chair of the Board, shall have the power to suspend summarily any Registered Participant for any breach or violation:
- a) of the provisions of the Articles, By-Laws, Regulations, Playing Rules or Policies;
 - b) of any decision or ruling of the Board;
 - c) involving unsportsmanlike conduct on or off the ice or conduct which brings the game of hockey into disrepute;
 - d) involving abusive language to any on or off-ice official; or
 - e) involving an alleged infraction of the definition of "Amateur" in the Regulations.

Any such suspension will be automatically and continuously effective until dealt with by the Board, which shall review the suspension within fifteen (15) Days.

- 32.5 The Chair of the Board shall exercise all duties and powers of the Board when, in the case of emergency, it is impractical for the Chair to obtain a vote of the Board.

33. BOARD VACANCIES

- 33.1 Any Board position shall be automatically vacated if a Director:
- a) resigns from office by delivering a written resignation to the Chair of the Board or the Chief Executive Officer of Hockey Canada;
 - b) is found by a court to be of unsound mind;
 - c) becomes bankrupt;
 - d) dies; or
 - e) is removed by the Members in accordance with By-Law 34.

34. REMOVAL OR SUSPENSION OF DIRECTOR

- 34.1 Any Director may be removed from office by Ordinary Resolution passed by the Members voting at a Special Meeting called for that specific purpose.
- 34.2 A Director may by a Special Resolution passed by the Board, be suspended pending the outcome of a discipline hearing, in accordance with Hockey Canada's discipline policies. The Board shall provide that Director with a statement of the reason or reasons for the proposed suspension, at least thirty (30) Days prior to the Board meeting at which the proposed suspension is to be voted on. The statement shall include a notice of the place and time when the Board will be meeting to vote on the suspension. The Director shall be given an opportunity to be heard and the matter will be considered by the Board at the time cited in the notice.

35. FILLING A BOARD VACANCY

- 35.1 Where a vacancy occurs on the Board, the following procedure shall apply:
- a) if the vacant position was previously filled by an appointed Director, the remaining Directors may, by Special Resolution, fill the vacancy with an individual identified by the Nominating Committee, if the Board sees fit to do so.
 - b) if the vacant position was previously filled by an elected Director, the Board shall notify the Chair of the Nominating Committee, who shall then solicit nominations from the Members for candidates to fill the vacancy. The Members shall fill the vacancy at the next Members' Meeting occurring no less than ninety (90) days after the date the position became vacant, using the election procedure generally described in By-Law 28.
- 35.2 A vacancy in the Chair of the Board position shall be filled using the procedure generally described in By-Laws 31 and 35.1(b).
- 35.3 Any individual elected or appointed as a Director under this By-Law, including an individual elected as Chair of the Board, shall serve on the Board for the remainder of the unexpired term of the previous Director whose position is being filled and, in the case of an elected Director, shall be deemed to have served **the full term of the individual who they replaced**, for the purposes of By-Law 30.3.

36. BOARD MEETINGS

- 36.1 Board Meetings may be called by the Chair of the Board or by any other three (3) Directors.
- 36.2 Notice of any Board meeting shall be given to each Director at least fifteen (15) Days before such meeting with a copy of the agenda containing the business to be discussed. Notice may be waived or abridged with the consent of every Director who has not received the prescribed fifteen (15) Days' notice.
- 36.3 A Director may, if all of the Directors consent, participate in a Board meeting by means of a telephonic, electronic, or other communications facility that permits all participants to communicate adequately with each other during the meeting. A Director participating in such a meeting shall be taken to be present at the meeting.
- 36.4 Questions arising by way of motion at any Board meeting shall be decided by an Ordinary Resolution of the Directors present, unless a larger proportion of the votes is required under these By-Laws. Each Director is authorized to exercise one (1) vote. The Chair of the Board shall vote only in the event of a tie. Proxies are not accepted at any Board meeting.
- 36.5 Any Member or any individual may attend any Board meeting upon the invitation of the Chair of the Board.

37. BOARD POWERS

- 37.1 The Board shall supervise the management of the activities and affairs of Hockey Canada in all things and may make, or cause to be made, for Hockey Canada, in its name, any kind of contract which Hockey Canada may lawfully enter into and, save as otherwise provided in these By-Laws, generally may exercise all such other powers and do all such acts and things as Hockey Canada, by its charter or otherwise, is authorized to exercise and do.
- 37.2 The Board shall govern the affairs of Hockey Canada in accordance with the provisions of Hockey Canada's By-Laws, Regulations, Playing Rules, and Policies.
- 37.3 The Board shall have the authority to delegate any or all of its powers, duties and authority that may be lawfully delegated to the Chief Executive Officer, the President and Chief Operating Officer, or to a Committee, Task Team or Member of Hockey Canada, or to any third party to assist it in carrying out its responsibilities.
- 37.4 In addition to any other powers which are conferred upon the Board by law or these By-Laws, the Board shall have the power to:

- a) interpret, construe, define and explain the Articles, By-Laws, Regulations, Playing Rules and Policies of Hockey Canada. All Members and Registered Participants shall accept as final and binding all such interpretations, constructions, definitions and explanations given or made by the Board;
- b) impose and enforce appropriate penalties for any violation or breach of the Articles, By-Laws, Regulations, Playing Rules or Policies of Hockey Canada or for any violation or breach of any decision or ruling of the Board of Directors, which penalties shall be in addition to any automatic suspension imposed in accordance with By-Law 32.4;
- c) make decisions for the better governance and organization of amateur hockey;
- d) ensure that decisions of the Members, made in accordance with the By-Laws, are executed;
- e) review recommendations of Committees, Task Teams and the Member Forum;
- f) review and make recommendations on all Proposals to be considered by the Members;
- g) approve the financial statements;**
- h) initiate items for decision by the Members;
- i) adjudicate all disputes between Members;
- j) appoint and dismiss Standing Committee members;
- k) establish Task Teams and appoint and dismiss their members;
- l) formulate and monitor the implementation of the strategic plan of Hockey Canada;
- m) supervise the collection of fees and funds of Hockey Canada and the expenditure of money;
- n) have, through a qualified Auditor, immediate access on demand or on the demand of the Chair of the Board, to all books, vouchers, receipts and records that generally pertain to the finances or operations of any Member or of any league or Club affiliated with any Member;
- o) approve the budget and adjustments thereto;
- p) appoint and dismiss the Chief Executive Officer of Hockey Canada and determine the Chief Executive Officer's compensation;
- q) recommend to the Members at the Annual Meeting the appointment of an independent Auditor;

BY-LAWS

- r) establish, operate and manage any type of insurance plan that the Board has approved for the benefit and protection of its Members and the Registered Participants;
- s) establish terms of reference for the Members, the Board, the Member Forum, Partners, stakeholders, Committees and Task Teams; and
- t) overrule any decision of any Member, that is inconsistent with any decision by the Board or the Articles, By-Laws, Regulations, Playing Rules and Policies of Hockey Canada, including any decision by a Member which makes a national ruling less restrictive.

37.5 Except as provided in By-Law 44.7, every Director shall be entitled at all times to participate in any Hockey Canada meeting, including, but not limited to, any Committee, Task Team or Member Forum meeting.

38. BORROWING

38.1 The Board may, from time to time:

- a) borrow funds upon the credit of Hockey Canada in such amounts and on such terms as may be deemed expedient;
- b) issue, reissue, sell, pledge or hypothecate debt obligations of Hockey Canada;
- c) give a guarantee on behalf of Hockey Canada to secure performance of an obligation of any individual;
- d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of Hockey Canada, owned or subsequently acquired, to secure any obligation of Hockey Canada.

38.2 The Board may, by Ordinary Resolution, delegate any or all of the powers referred to in By-Law 38.1 to a Director, a committee of Directors, or such staff of Hockey Canada as it deems appropriate.

39. REMUNERATION

39.1 Directors shall serve without remuneration, and no Director shall directly or indirectly receive any profit from his or her position as such, provided that a Director may be reimbursed for reasonable expenses incurred in the performance of his or her duties. A Director shall not be prohibited from receiving compensation for services provided to the corporation in another capacity.

VIII. CORPORATE OFFICERS

40. OFFICERS

40.1 The Officers of Hockey Canada are the Chief Executive Officer, President and Chief Operating Officer, Chief Financial Officer, Chief Business Development Officer, and any other individual holding an Officer position created under By-Law 40.11

Chief Executive Officer (CEO)

40.2 The CEO shall be appointed by the Board by way of Ordinary Resolution, shall be answerable to the Board, and shall report to the Board through the Chair of the Board. The appointment of the CEO by the Board shall constitute an election by acclamation.

40.3 The CEO of Hockey Canada shall, subject to oversight by the Board, be responsible for the general supervision and direction of the business and affairs of Hockey Canada. Without limiting the generality of the foregoing, the CEO shall be responsible for:

- a) ensuring that the decisions and policies approved by the Board and by the Members at Members' Meetings are implemented;
- b) the strategic management and planning of the business of Hockey Canada;
- c) reporting operational outcomes to the Board;
- d) the corporate affairs of Hockey Canada;
- e) assisting the Board in interpreting the Regulations of Hockey Canada; and
- f) representing Hockey Canada on matters involving the government, Members, Partners, Registered Participants, external agencies, the media, and the IIHF and its members.

The CEO may delegate a portion of the authority granted herein to other Officers and employees of Hockey Canada.

40.4 The CEO shall attend, and shall have speaking privileges at all meetings designated by the Chair of the Board, including all Board and Members' Meetings, but shall not be entitled to vote at any such meetings.

40.5 The CEO shall be the official representative of Hockey Canada at all Congresses of the IIHF.

40.6 The salary of the CEO shall be negotiated with the Board or a sub-committee thereof.

BY-LAWS

President and Chief Operating Officer

- 40.7 The President and Chief Operating Officer shall be responsible for overall management of Hockey Canada's day to day activities, subject to the oversight of the CEO and the Board, and shall exercise such additional authority as may from time to time be assigned by the CEO. In the absence of the CEO, or in the event that the CEO becomes disabled, the President and Chief Operating Officer will perform the duties and responsibilities of the CEO.
- 40.8 The salary of the President and Chief Operating Officer shall be negotiated with the CEO, and is subject to approval by the Board or a sub-committee thereof.

Chief Financial Officer

- 40.9 The Chief Financial Officer shall, subject to oversight by the Board and the President and Chief Operating Officer, and in addition to the powers described in By-Law 51, maintain general supervision over the financial affairs of Hockey Canada, including its long-range financial planning, and shall keep and maintain, or cause to be kept and maintained, accurate books of account. Unless otherwise determined by the Board, the Chief Financial Officer shall prepare a yearly report on the financial status of Hockey Canada to be delivered at the Annual Meeting, and shall render an account of all transactions and of the financial condition of Hockey Canada to the Board and the President and Chief Operating Officer, at such other times as the Board and the President and Chief Operating Officer may request.

Chief Business Development Officer

- 40.10 The Chief Business Development Officer shall, subject to oversight by the Board and the President and Chief Operating Officer, be responsible for providing strategic and tactical direction to Hockey Canada's overall business efforts. The Chief Business Development Officer shall be responsible for identifying new business relationships to enhance Hockey Canada's growth and profitability, and for maintaining relationships with existing Hockey Canada Partners and sponsors.

Other Officers

- 40.11 The CEO, with the approval of the Board, may create additional Officer level positions to perform such duties and to have such powers as the CEO and the Board mutually agree.

Other Powers and Duties

40.12 In addition to the powers and duties specifically set forth in these By-Laws, each Officer shall have such other powers and duties as are customarily incident to that office, such powers and duties as the Board may from time to time designate, and such powers, duties and responsibilities as are set out in the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada.

Signing Authority

40.13 The CEO, the President and Chief Operating Officer, and the Chief Financial Officer of Hockey Canada shall be its primary signing officers, and the Chair of the Board shall be an alternate signing officer in accordance with By-Law 32.3

IX. MEMBER FORUM

41. REPRESENTATION

41.1 The Member Forum shall consist of the President or Chair of the Board and the Executive Director from each Member or its duly appointed designate(s), the Hockey Canada Board, the Chief Executive Officer of Hockey Canada, and the President and Chief Operating Officer. Any other individual may only attend the Member Forum at the invitation of the Chair of the Member Forum.

42. PURPOSE

42.1 The Member Forum shall provide an opportunity for discussion and communication between representatives of the Members and the Board regarding key issues.

42.2 The purpose of the Member Forum shall be to:

- a) inform the Board of significant membership issues including the impact of Board decisions at the Member level;
- b) communicate to the Board the strategic goals and priorities of the Members;
- c) provide input and advice to the Board during the formulation and implementation of Hockey Canada's strategic plan;
- d) provide input and advice to the Board regarding the development of policies that affect the Members;
- e) present to the Board when and as required, directions with respect to matters of concern and interest to the Members including issues relating to the administration and delivery of the sport of hockey within each Member;
- f) provide input and advice to the Board regarding budget development that affects the Members;
- g) provide the Members with information concerning the plans, priorities and decisions of the Board; and
- h) provide a venue for regular communication and interaction between the Members and the Board to ensure that decisions affecting Hockey Canada are made in the best interests of the advancement of amateur hockey.

43. MEETINGS AND PROCEDURES

- 43.1 The Member Forum shall meet at least twice each year, including at the Annual Meeting, and at the Congress that occurs closest in time to six months after the Annual Meeting. Additional meetings of the Member Forum may be called at the request of 75% of the Members. The cost of such additional meetings may be at the Members' expense, as determined by the Board in its absolute discretion.
- 43.2 The Chair of the Member Forum shall be elected at the Member Forum meeting occurring at the Annual Meeting from among the Member representatives, by a majority vote of the Members in attendance at that meeting. The Chair of the Member Forum shall serve a one (1) year term. If the Chair of the Member Forum is unable to attend any meeting, the Member representatives attending that meeting shall appoint one of the Member representatives in attendance to chair the meeting.
- 43.3 All Members, the Board, and any invitees shall receive at least forty-five (45) Days' notice of Member Forum meetings and shall receive the meeting agenda and other relevant meeting materials no later than twenty (20) Days before the meeting.
- 43.4 The Chair of the Member Forum shall prepare the agenda for meetings based on submissions from the Members and the Board. Submissions must be forwarded to the Chair of the Member Forum, in writing, at least thirty-five (35) Days before the date of the meeting.
- 43.5 The quorum for a meeting of the Member Forum shall be two thirds (2/3) of the Members identified in By-Law 9.1 or their duly appointed designates.
- 43.6 The Member Forum should arrive at a consensus in making recommendations. When this is not possible then a majority rule vote on a recommendation may take place. When the Chair of the Member Forum calls a vote, each Member in attendance, including the Chair, is entitled to one vote. Directors and any invitees shall not have voting rights.

X. COMMITTEES AND TASK TEAMS

44. STANDING COMMITTEES

- 44.1 **The Board may establish and disband committees, as required.**
- 44.2 With the exception of the Nominating Committee, the Chair of each Committee, shall be a member of the Board, and shall be appointed by the Chair of the Board.
- 44.3 The composition of each Committee shall be determined by the Chair of the Board, in consultation with the Board. **Unless otherwise provided in its Terms of Reference**, each Committee shall be composed of a minimum of four (4) and a maximum of eight (8) individuals, including the Committee Chair.
- 44.4 The Committee Chair and other individuals on each Committee may serve a term **designated by the Chair of the Board, in consultation with the Board, which term shall not exceed** two (2) years, but may be reappointed for subsequent terms.
- 44.5 The terms of reference of the Committees shall be set out in policies established by the Board. Each Committee may propose changes to its terms of reference to the Board.
- 44.6 At all Committee meetings, a majority of the individuals who serve on that Committee shall constitute a quorum.
- 44.7 Attendance at Committee meetings shall be limited to the individuals serving on that Committee, any Director approved by the Chair of the Board to attend and such other persons as may be invited by the Committee Chair.
- 44.8 Any individual serving on a Committee shall hold office at the pleasure of the Chair of the Board and may be removed from office at any time at the absolute discretion of the Chair of the Board.

45. TASK TEAMS

- 45.1 The Chair of the Board, in consultation with the Board, the Chief Executive Officer, and the President and Chief Operating Officer, may establish Task Teams to undertake a specific task or project that is to be completed within a defined period of time. The Chair shall have the authority to appoint the individuals who will serve on any such Task Team. A Task Team shall be dissolved after it has completed its assigned task or project.

XI. DISPUTE RESOLUTION

46. APPEALS TO HOCKEY CANADA

- 46.1 Any Registered Participant of Hockey Canada shall have the right to appeal to Hockey Canada regarding any dispute, difference or question arising from a decision by Hockey Canada or any Member where the By-Law, Regulation, Playing Rule or Policy under which such decision was made grants such a right of appeal. No such appeal to Hockey Canada may be taken until the Registered Participant has exhausted all rights of appeal within the Member in which such Registered Participant resides.
- 46.2 Any Registered Participant of Hockey Canada shall have the right to appeal to Hockey Canada when a Member to which the Registered Participant belongs, makes a ruling affecting such Registered Participant and, in that Registered Participant's opinion:
- a) such decision is in conflict with the Member's or Hockey Canada's Articles, By-Laws, Regulations, Playing Rules or Policies;
 - b) the Member committed a procedural error, or failed to provide the aggrieved party with a fair hearing; or
 - c) the Member did not have the authority or jurisdiction to make the decision.
- 46.3 An appeal may be filed with Hockey Canada in disputes involving:
- a) an inter-Member transfer; or
 - b) a refusal by a team to release a player for purposes of an inter-Member transfer or International Transfer to another IIHF Federation.

When a player has registered for the current Season, such player may not appeal under this By-Law to secure a release and/or Inter-Member transfer, USA Hockey transfer or an International transfer.

- 46.4 Notwithstanding By-Law 46.3, any registered player in regular full-time attendance at a recognized university or college who has failed to meet the academic standard at such university or college at mid-term in the current Season, may appeal to secure such release and/or Inter-Member transfer as provided for in Regulation G.9(k).

47. BOARD AUTHORITY

- 47.1 The Board may make final decisions and rulings on any matters regarding amateur hockey that may be brought before it, including the interpretation

BY-LAWS

of the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada, providing for special dispensation from **the**, Regulations, Playing Rules and Policies, or any of the matters referenced in By-Law 46. Any decision of the Board is absolutely final and binding on all Members and Registered Participants and any other affected or interested parties, including Hockey Canada. There is no further appeal from that decision.

- 47.2 All Members and Registered Participants shall accept as final and binding all Board decisions, and any interpretation or construction of the By-Laws, Regulations, Playing Rules or Policies made by the Board.

48. EXCLUSIVE JURISDICTION

- 48.1 The procedures outlined in this Part XI shall be the sole recourse available to any Registered Participant. No Registered Participant, or anyone acting on behalf of, or for the benefit of, such Registered Participant, shall pursue any recourse in the courts of any jurisdiction prior to exhausting all rights, remedies and rights of appeal under the By-Laws, Regulations, Playing Rules or Policies of Hockey Canada and its Members, if applicable.
- 48.2 All Registered Participants are, as regards all international matters, subject to the Statutes, By-Laws, Regulations, Official Playing Rules, and related decisions of the IIHF and undertake not to involve any third party whatsoever in the resolution of any dispute arising therefrom excepting where having exhausted the appeal procedures within the IIHF, in which case, such dispute may be submitted only to the jurisdiction of the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland whose decision shall be final and binding on all parties involved.

49. PENALTIES FOR NON-COMPLIANCE

- 49.1 Any Registered Participant who fails to comply with a decision of the Board or the National Appeals Committee acting on behalf of the Board shall be suspended indefinitely from all Hockey Canada activities in accordance with By-Laws 17.4 and 32.4.
- 49.2 Any recourse to the courts of any jurisdiction by, on behalf of, or for the benefit of, any Registered Participant, prior to the exhaustion of all rights, remedies and rights of appeal under the By-Laws, Regulations, Playing Rules or Policies of Hockey Canada, shall result in an automatic and indefinite suspension of such Registered Participant from all games and other activities under the jurisdiction of Hockey Canada. Such Registered Participant shall also be liable for all legal costs and disbursements incurred by Hockey Canada in connection with defending and/or responding to such court action.

- 49.3 Any Registered Participant who, having exhausted all rights, remedies and rights of appeal within Hockey Canada, proceeds with court action against Hockey Canada or its constituent bodies shall be liable for all legal costs and disbursements incurred by Hockey Canada or its constituent bodies should the courts rule in favour of Hockey Canada or its constituent bodies.
- 49.4 The President may suspend any Registered Participant who fails to pay the costs and disbursements described in this By-Law in a timely manner.

50. NATIONAL APPEALS COMMITTEE

- 50.1 The Board may delegate its decision making authority described in By-Law 47.1 to the National Appeals Committee, whose decisions shall be final and binding.
- 50.2 The National Appeals Committee shall be composed of an odd number of individuals **approved by the Directors and** appointed by the Chair of the Board, with the minimum being three (3) individuals. It shall be the duty of the National Appeals Committee to rule upon appeals submitted to it. The Chair of the Board shall appoint the National Appeals Committee Chair.
- 50.3 The National Appeals Committee, acting in place of the Board may provide for special dispensation from the Regulations, Playing Rules and Policies of Hockey Canada. Any decision as to what qualifies for special dispensation shall rest solely with the National Appeals Committee in its absolute and unfettered discretion, and the decision of the National Appeals Committee on special dispensation shall be final and binding upon all parties. Each decision of special dispensation shall be made on its individual merits.
- 50.4 If a team requires special assistance through any unusual situation which develops, that team may appeal to the National Appeals Committee, to obtain Imports in addition to the number of Imports allowed under Regulation E.19, provided:
- a) the appeal is submitted with the written consent of its Member accompanied by majority consent of the teams in the league in which the team operates;
 - b) no such assistance may be granted after January 10 in any Season;
 - c) the player or players, if obtained, shall be from the same or lower Categories of the same Division or from lower Divisions;
 - d) the player or players, if obtained, shall be signed by the team no later than February 10 of that Season.

BY-LAWS

- 50.5 Notwithstanding restrictions referred to in any Regulation, the National Appeals Committee shall have the right to hear any appeal received on behalf of any team or individual concerning residential qualification as stated in Regulation C.5, teams playing in other jurisdictions as stated in Regulation B.9 and replacements for players turned professional under Regulation E.18.
- 50.6 For Minor Hockey players, all appeals filed, if granted, shall only be for the current Season. Minor Hockey players shall be required to file a new appeal for any subsequent Season, and the National Appeals Committee shall consider any subsequent appeal as a new appeal, and shall not be bound by any previous year's decision.
- 50.7 The procedure for the filing and hearing of any appeal referenced in this By-Law shall be set out in a Hockey Canada policy document entitled the Appeal Procedures of Hockey Canada.

XII. FINANCIAL

51. CHIEF FINANCIAL OFFICER

- 51.1 The Chief Financial Officer shall be and is hereby authorized with the concurrence of the Chair of the Board, in the name of Hockey Canada:
- a) to draw, accept, sign and make all or any bills of exchange, promissory notes, cheques and orders for the payment of money;
 - b) to pay and receive all monies, and to give a quittance for the same, to borrow monies from a chartered bank selected by the Audit and Finance Committee upon the credit of Hockey Canada, in such amounts as may be deemed proper and by way of overdraft or otherwise;
 - c) to grant securities by way of mortgage, hypothecation or pledge covering all or any of the property and assets of Hockey Canada, as security for all or any money so borrowed and interest thereon and generally for and in the name and on behalf of Hockey Canada;
 - d) to transact with the bank any business that may be appropriate;
 - e) to negotiate with, deposit with or transfer to the bank (but for the credit of Hockey Canada only), all or any bills of exchange, promissory notes, cheques, or orders for the payment of money and other negotiable paper and for the said purpose to endorse the same or any of them on behalf of Hockey Canada;
 - f) to arrange, settle, balance and certify all books and accounts between Hockey Canada and the bank;
 - g) to receive all paid cheques and vouchers; and
 - h) to negotiate disputed receivables and other negotiable instruments.
- 51.2 The Chief Financial Officer, with the prior approval of the Board, may delegate any of the duties described in By-Law 51.1.

52. AUDITOR

- 52.1 The Members shall appoint an Auditor by Ordinary Resolution at each Annual Meeting to audit the accounts of Hockey Canada.

53. BUDGET AND FINANCIAL DOCUMENTS

- 53.1 On or before June 30 of each year, the Board shall approve the budget for the upcoming fiscal year. Such budget shall be provided to the Members within twenty one (21) Days of such approval.
- 53.2 At least twenty-one (21) Days prior to the Annual Meeting, Hockey Canada shall provide the Members with its financial statements for the immediately preceding year, and such other documents referred to in section 172(1) of the Act (Annual Financial Statements) as may be applicable.

54. REVENUE

- 54.1 Hockey Canada may derive its revenue from sources determined from time to time by the Board. The sources may include grants, annual membership fees, annual team assessments for national competitions, gate receipts, performance bonds, sanction fees, appeals and protest fees, proceeds from sale of goods, products and educational resources, marketing proceeds, sponsorship fees, the sale of broadcasting and television rights, and other sources to be stipulated from time to time by the Board. All revenue received by Hockey Canada from any source, except as otherwise provided, shall be used for the expenses and objects of Hockey Canada.

55. EXPENSES

- 55.1 Hockey Canada bears responsibility for:
- a) the expenses stipulated in the budget;
 - b) other expenses approved at the Annual Meeting;
 - c) all other expenses consistent with the objectives pursued by Hockey Canada as approved by the Board from time to time within the scope of its authority.

XIII. GENERAL

56. APPLICATION

- 56.1 The By-Laws, Regulations, Playing Rules and Policies of Hockey Canada and the decisions of the Board shall apply to all Divisions and Categories of amateur hockey governed by Hockey Canada unless they have been specifically exempted.
- 56.2 All provisions, paragraphs, sub-paragraphs, sections and terms of the By-Laws, Regulations, Playing Rules and Policies shall be deemed to be severable one from the other, and if any such provision, paragraph, sub-paragraph, section or term is ever found or declared by a competent authority to be void or invalid, it shall be stricken from the By-Laws, Regulations, Policies or Playing Rules, as the case may be, without affecting the validity of any other provision, paragraph, sub-paragraph, section or term.
- 56.3 The masculine gender used in relation to any physical person shall, unless there is a specific provision to the contrary, be understood to include the feminine gender.

57. INDEMNITY

- 57.1 Every Director, Committee, Task Team member or employee of Hockey Canada shall be indemnified by Hockey Canada against such claims and for such conduct as may be specified within Hockey Canada's Directors and Officers insurance policy, as amended from time to time.

58. CONFLICT OF INTEREST

- 58.1 A Director, Officer, Committee, or Task Team member who has an interest, or who may be perceived as having an interest, in a proposed contract or transaction with Hockey Canada or whose personal interest in a matter may conflict with the interests, missions or goals of Hockey Canada, will comply with the Act and Hockey Canada's Conflict of Interest Policy and will disclose fully and promptly the nature and extent of such interest to the Board, Committee, or Task Team as the case may be, will refrain from voting or speaking in debate on such contract or transaction; will refrain from influencing the decision on such contract or transaction; and will otherwise comply with the requirements of the Act regarding conflict of interest.

BY-LAWS

59. RIGHTS

- 59.1 Hockey Canada is the owner of all rights emanating from competitions and other events coming under its jurisdiction, without any restrictions as to content, time, place and law. These rights include, among others, every kind of financial rights, audio-visual and radio recording, reproduction and broadcasting rights, multimedia rights, marketing and promotional rights, incorporeal rights and intellectual property rights.
- 59.2 The Board shall decide how and to what extent the rights described in By-Law 59.1 are utilized. The Board may decide whether these rights shall be utilized exclusively, or jointly with a third party or entirely through a third party.

60. AMENDMENTS

- 60.1 Members and the Board may propose changes to the By-Laws, Regulations or Playing Rules, which proposed changes will be considered at the next Annual Meeting. Proposed changes may include:
- a) the adoption of one or more new By-Laws, Regulations or Playing Rules;
 - b) the repeal or amendment of one or more existing By-Laws, Regulations or Playing Rules.
- 60.2 No proposed change to the By-Laws, Regulations or Playing Rules may be considered at the Annual Meeting unless notice of that change is provided to the President at least ninety (90) Days before the date fixed for the commencement of the Annual Meeting. The President shall forward a copy of the proposed changes to the Members and the Board at least forty-five (45) Days before the date of the Meeting.
- 60.3 Notwithstanding By-Law 60.1, any proposed change to the By-Laws, Regulations and Playing Rules may be considered at a Special Meeting called for that purpose in accordance with By-Law 22.
- 60.4 Notwithstanding By-Laws 60.2 and 60.3, any Director or Member who is entitled to notice of a Members' Meeting may waive notice, and attendance of that Director or Member at the Meeting is a waiver of notice of the Meeting unless the Director or Member attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called.
- 60.5 Except as specifically provided herein, adoption of any proposed change to the By-Laws, Regulations or Playing Rules shall require an Ordinary Resolution passed by the Members.

- 60.6 Notwithstanding any other provision in this By-Law 60, the Board may make changes to the By-Laws, Regulations and Playing Rules by a seventy-five (75%) affirmative vote at any properly constituted meeting of the Board and such changes shall come into effect as determined by the Board. Any such changes must be referred to the Members for approval, amendment or rejection at the next Members' Meeting.
- 60.7 Any decision made under this By-Law to change a By-Law, Regulation or Playing Rule shall take effect July 1, unless a time has been specified for the implementation of that change.
- 60.8 Any amendment to the By-Laws, Regulations, Playing Rules or Policies of Hockey Canada shall automatically change the By-Laws, Regulations, Playing Rules and/or Policies of each Member in accordance therewith.
- 60.9 A copy of every change in the By-Laws, Regulations, Playing Rules and Policies shall be forwarded by the President to each Member and Director within fifteen (15) Days of the change being adopted.
- 60.10 Any change in the By-Laws, Regulations, Playing Rules or Policies, which has been adopted in the manner herein set forth, shall not be negated by reason of any error or omission which may occur in the periodic printing of the By-Laws, Regulations, Playing Rules or Policies of Hockey Canada.

61. UNFORESEEN CIRCUMSTANCES

- 61.1 The Board shall have the final decision on any matters not provided for in these By-Laws.

62. DISSOLUTION

- 62.1 Hockey Canada may be dissolved by a Special Resolution passed by the Members of Hockey Canada, at a Members' Meeting.
- 62.2 If Hockey Canada is dissolved, its assets shall be liquidated and transferred to a Qualified Donee selected by the Members by a Special Resolution passed by the Members at a Members' Meeting.
- 62.3 A Special Resolution passed by the Members is required to make any change concerning the distribution of property remaining on liquidation after the discharge of any liabilities of Hockey Canada.

BY-LAWS

63. ERROR IN NOTICE

63.1 The accidental omission to give notice of a meeting of the Directors or Members, the failure of any Director or Member to receive notice, or an error in any notice which does not affect its substance will not invalidate any action taken at the Meeting.

64. EFFECTIVE DATE

64.1 These By-Laws were adopted at a Members' Meeting held on November 15, 2013 and came into effect on June 1, 2014, and are current to the most recent Annual Meeting. In ratifying these By-Laws, the Members of Hockey Canada repeal all prior By-Laws of Hockey Canada provided that such repeal does not impair the validity of any action done pursuant to any repealed By-Law.

REGULATIONS

IMPORTANT DATES TO REMEMBER

AUGUST 15

Final date for declaration of operative Teams in Allan Cup competition. L.11

NOVEMBER 1

Final Date for declaration of intent to participate in Championships other than the Allan Cup (L.11)

JANUARY 10

All Senior AAA Teams must reduce to not more than twenty-eight (28), the number of players on their roster (30 players at Senior levels below AAA [at Member's discretion]). E.6

All Junior Team must reduce to not more than twenty **five (25)** the total of the following:

- a) The number of Players on their Roster; and
- b) The number of allotted but unused Player registrations. E.4

Final Player release date to maintain eligibility to play elsewhere within Hockey Canada during that Season (E.12)

Final date for Player to return to Hockey Canada from a college or university team (E.17)

Final date for Player to return to Hockey Canada from professional Hockey E.18

JANUARY 15

Final date for filing list of specially Affiliated Players on the HCR. L.6

FEBRUARY 10

Final Player registration date. A.12, D.3

Final date for Player transfers. H.2(a)

Final date for Players to be registered under Special Assistance. (By-Law 50.4)

FEBRUARY 15

Final date for outgoing IIHF transfers. H.2(b)

A. DEFINITIONS

A. DEFINITIONS

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

1. "Affiliate" – means to participate as an Affiliate Player or to be selected as an Affiliate Player.
2. "Affiliate Player" ("AP") – refers to a Player who is eligible to participate with a higher Division/Category Team through the affiliation process described in Regulation F.
3. "Affiliate Team" – refers to the Team to which a Player Affiliates.
4. "Amateur" - an Amateur hockey Player is one who is not participating in organized Professional hockey.
5. "Category" - has the meaning assigned by Regulation B.3.
6. "College" - means a Post-Secondary Diploma-granting institution.
7. "Commuter Player" – means a Player who resides in a border town (Member/Member or USA/Member) who registers in an adjoining Member with the agreement of his Residential Member, the adjoining Member that he wishes to join, and/or USA Hockey. All necessary transfer paperwork and fees would apply, where applicable.
8. "Disband" – means to cease to operate.
9. "Division" - means the classes of hockey being operated within Hockey Canada. (See Regulations B.1 and B.2)
10. "Exhibition Game"- a game which is not part of the regular Season, Tournament, or playoff schedule.
11. "Federation" – means a Member National Association of the International Ice Hockey Federation other than Hockey Canada.
12. "Final Registration Date" – is February 10th. Members at their discretion may add players after the Final Registration Date to a Roster for competition that does not lead to a Regional or National Championship.
13. "Geographic Subdivision" - may include a city, town, municipality, rural area or zone as established from time to time by a Member within its own jurisdiction.

14. "Goaltender(s)" - a Player who is identified by the use of special and legal equipment and has privileges to prevent the puck from entering the net.
15. "Hazing" - is an initiation practice that may humiliate, demean, degrade, or disgrace a person regardless of location or consent of the participant(s).
16. "Hockey Canada Registry" (HCR) – refers to the electronic registration system used by Hockey Canada and its Members to place Registered Participants on a Roster with the information required in Regulation D.9.
17. "Hockey Canada School With Residence" (Only for Minor Hockey)- refers to a school that is organized for educational purposes under the jurisdiction of the appropriate government educational authority and in which:
 - a) At least seventy-five percent (75%) of the students reside away from the home of their Parent for the purpose of receiving their education;
 - b) The residence for such students is located on the school campus or if off the school campus is operated by the school as an exclusive residence for the students; and
 - c) There is continuous supervision of the residential students by the school officials.
18. "Hockey Canada Accredited School (HCAS)" – has the meaning assigned in Regulation I.1.
19. "House League" - refers to a community oriented Minor Hockey program structured to provide development and competition at the recreational level.
20. "Import(s)" - designates the status assigned to a Player who has obtained a transfer from one Hockey Canada Member to another or from a foreign Ice Hockey Federation to Hockey Canada ("International transfer") but excludes Canadian citizens competing in Senior Female AAA hockey (Regulation E.19(d)(ii)) or Junior hockey (Regulation E.22(a)), or any Player who qualifies under Regulation E.21 or G.9(b), or any Senior player that played the previous Season at the U Sports level. Any non-Canadian citizen designated as an Import shall retain their Import status when registering with Hockey Canada in subsequent seasons.
21. "International Tour" - any game or series of games, including a Tournament, occurring in any country other than the United States, involving a Hockey Canada Team and at least one Team that is a member of a Federation other than Hockey Canada or USA Hockey.
22. "Inter-Member Transfer" - means a Member to Member transfer.

A. DEFINITIONS

23. "League" - consists of three (3) or more Teams registered with Hockey Canada:
 - a) from the same Category (excluding Senior Hockey) of the same Division
 - b) playing a minimum of twelve (12) home and twelve (12) away games in a regular Season schedule. (Does not apply to Minor Hockey).
24. "Member" - means any of the Member organizations described in By-Law 9.1.
25. "Minor Hockey" – includes all Divisions except Junior and Senior
26. "Minor Hockey Association" (MHA) -an organization operated and controlled by a duly elected executive or board of directors, the members of which shall include a President, Secretary and signing officers.
27. "Non-North American Import" – means any player who transfers to Canada from a non-North American Country, but specifically excludes Canadian citizens.
28. "Parent" – means an individual who has legal custody of a child either through biology or court order (eg. adoption, legal guardianship, or a custodial order).
29. "Partner" - includes the entities given that status in By-Law 12.
30. "Player(s)" - the Registered Participants of a Team other than Team Officials. Except where special rules apply to him, the Goaltender is to be considered a Player.
31. "Practice Player" – means an individual registered into all programming at a HCAS, but who is not registered with a HCAS Team or a Minor Hockey Association Team.
32. "Professional" – refers to a Team or League in which Players older than 21 years of age are eligible to participate and are paid no less than a living wage for their participation.
33. "Regional Championship" – means a Championship endorsed by Hockey Canada comprised of one (1) or more Hockey Canada Member(s).
34. "Registered Participant" - has the meaning assigned in By-Law 14.1.
35. "Release" - means the discharge of a Player from a Team Roster or MHA registration.
36. "Residential Member" means the Member in which the Player's Parent resides.
37. "Roster" means the list of active players registered by a team on the HCR, excluding any Affiliate Players.
38. "Season" – the year beginning June 1 and ending the following May 31.

39. "Skater(s)" - means all Players other than Goaltenders.
40. "Spring Congress" - means the seasonal meeting that includes Hockey Canada's Members and the Board occurring closest in time to six (6) months after the Hockey Canada Annual Meeting.
41. "Team" - a group duly registered on a Roster in the HCR with a Member that includes Players and Team Officials, at least one of whom must be a Coach that meets Member certification requirements, and one of whom must be qualified in the Hockey Canada Safety Program (HTCP in Ontario).
42. "Team Official(s)" - means all or any of the persons involved in the management of a Team, and includes: the Coach; manager; safety person/trainer; equipment manager; Team physician; President and other members of the executive and/or board of directors of a Team.
43. "Tournament"- a schedule of non-league games played among three (3) or more Teams, which follows an inter-locking schedule and leads to an eventual winner.
44. "University" - means a Degree-granting institution.

Terms defined in the By-Laws shall have the same meaning in these Regulations.

B. COMPETITION

B. COMPETITION

1. Hockey Canada is the governing body of Amateur hockey in Canada. The conduct and regulation of competition within the Member shall comply with Hockey Canada By-Laws, Regulations, Playing Rules and Policies and shall be controlled and directed by the Member in various Divisions, including:

DIVISIONS	AGE ELIGIBILITY
Senior and Senior Female	Open to Players of any age.
i) Junior	Open to Players twenty (20) years of age and younger in the current playing Season. Members may grant permission for Junior “B” and “C” Leagues to have their Teams register up to four (4) Players twenty-one (21) years of age as of December 31 of the current Season. These Players must have played in that League during the previous Season.
ii) Junior Female	Open to Players twenty-one (21) years of age and younger in the current playing Season.
U21 and U21Female	Open to Players twenty (20) years of age and younger in the current playing Season.
U18 andU18 Female	Open to Players seventeen (17) years of age and younger in the current playing Season.
U15 and U15 Female	Open to Players fourteen (14) years of age and younger in the current playing Season.
U13 and U13 Female	Open to Players twelve (12) years of age and younger in the current playing Season.
U11 and U11 Female	Open to Players ten (10) years of age and younger in the current playing Season.
U9 and U9 Female	Open to Players eight (8) years of age and younger in the current playing Season.
U7 and U7 Female	Open to Players six (6) years of age and younger in the current playing Season.

A Player's age is calculated as of December 31 of the current Season.

Notwithstanding the above, Members may allow Players to register at a lower age Division provided the Player qualifies according to guidelines established by the Member. Such Player shall be granted all the rights and privileges accorded by Hockey Canada except that any such Player would be ineligible to register with or Affiliate to any Team in a Division or Category which could earn the right to participate in a National or Regional Championship.

2. In the non-Female Divisions of Minor Hockey, a Member may subdivide a Division based on age, so that Players in the first year of that Division may play in a separate subdivision from Players in their second or third year in that Division. Each of these two subdivisions shall be considered a Division, and shall bear an age identifier that corresponds with the age of the Players in that subdivision.
3. Each Division may be subdivided into the following Categories:
 - a) AAA, AA, A, B and such further lower Categories as may be created by a Member.
 - b) In Junior hockey (other than Junior Female), the Categories are as follows: Major Junior, Junior A, Junior B, and Junior C.
 - c) Adult Rec is a Category of hockey open to Players of any age.

TEAMS PLAYING IN OTHER JURISDICTIONS

4. A Team is deemed to be under the jurisdiction of the Member in the Geographic Subdivision in which it plays its home games.
5. A Team under the jurisdiction of one (1) Hockey Canada Member may compete in a League which is under the sole jurisdiction of another Hockey Canada Member provided they have first received permission from their own Member to negotiate entry into that League and provided also that both Members agree.
6. Teams must receive the approval of the Board in order to compete under the jurisdiction of another Member where competition leads to a Regional or National Championship. A Member seeking such approval shall submit the appropriate documents to the President/COO of Hockey Canada on or before May 1 of each year, listing the Teams seeking permission to play in other jurisdictions, together with the written approval of the incoming Member and the League the Team is looking to join.
7. If an agreement cannot be reached between the Members concerned, either Member may appeal to the Board presenting all the facts of the case, for a final decision following the process established in By-Law 46.

B. COMPETITION

8. A Player's registration shall in all cases be with the Member in whose geographic area the Team plays its home games and that Member shall forward a copy of each validated registration to the Member under whose jurisdiction the League operates.
9. No Team located in Canada shall be permitted to operate in any jurisdiction other than that of Hockey Canada, except by permission of the Board and the Member in whose geographic area the Team is located.
10. Teams under the jurisdiction of another Federation shall not be permitted to operate in a League under the jurisdiction of Hockey Canada unless permission is given by that foreign Federation, the Board and the Member or Members under whose jurisdiction the League operates. Only Canadian Teams shall be permitted to participate in Regional and National Championship competitions, unless otherwise approved by the Board.

C. PLAYERS

RESIDENTIAL QUALIFICATIONS

1. Players seventeen (17) years of age and below must register in the Member where their Parent(s) reside, unless the Player is registered in a Hockey Canada School With Residence or Hockey Canada Accredited School, and registers with one (1) of that school's Teams.
2. It shall be the obligation/responsibility of each Member, in their sole and unfettered discretion, to implement additional residency registration regulations for the formation of Teams within their Geographic Subdivision.
3. A Player's residence is established by:
 - a) The Parents' usual residence when Parents live in the same house; or
 - b) In cases where the Player has more than one custodial Parent, each of whom lives in a separate residence, the usual residence of the Parent with whom the Player usually lives. If the Player lives equally with both Parents, his place of residence shall be determined by the Member.

NOTE: the term "usual residence" is defined as four (4) out of seven (7) days.

4. When a Player's custodial Parent changes due to a guardianship order to an individual who is not a Parent of that Player prior to that guardianship order being obtained, and the Player changes residence to live with that Parent in another Member, the Player may not, in the first Season after that change has occurred, register or Affiliate with any Team that could earn the right to participate in a Hockey Canada Regional or National Championship.
5. Authority to assign Residence of a Player is as follows:
 - a) Hockey Canada, in its sole and unfettered discretion under powers vested in it by By-Law 47 may, on application made by or on behalf of any Player, deem such Player to be resident in a Member other than that where his Parent is resident and Hockey Canada's decision in this regard shall be final and binding.
 - b) A Member, in its sole and unfettered discretion may, on application made by or on behalf of any Player, deem such Player to be resident in a place within the Member other than where his Parent is resident and the Member's decision in this regard shall be final and binding.
6. Members are authorized to make restrictions with regard to the residential qualifications required for Players registered with Senior and Junior Teams under their jurisdiction.

D. REGISTRATION

PLAYER REGISTRATION

1. Every Player and Team Official participating in the games provided by Hockey Canada and its Members shall be a Registered Participant of a Team Roster which is itself registered with Hockey Canada and shall, prior to participating in any League or championship game, be registered with the Member in the Hockey Canada Registry (HCR) and duly validated by the Member Executive Director or his designate for the current playing Season. Registrations for the upcoming hockey Season for Junior and Senior Teams in non-Female Divisions, shall commence on June 1. All Junior and Senior Teams in good standing in those Divisions shall be granted access to their HCR Rosters as of June 1. Members may not approve the registration of any such Junior or Senior Player for the upcoming Season prior to June 1. Team Officials wishing to play must also be registered on an approved Player's registration.
2. The Member Executive Director will not approve a registration until it is fully completed in the HCR with all required information as described in Regulation D.9.
3. Registration shall be accepted only if the information is provided to the Member Executive Director no later than 5:00:00pm MST February 10, except as provided in Regulations A.12 and D.7.
4. Every Player applying for the first time for registration shall submit proof of age satisfactory to the Member.
5. A MHA or Team registering Players must submit all information required in Regulation D.9 in the HCR for its Member Executive Director's validation and approval. All registration submissions made via the HCR by a MHA or Team are deemed to be submitted by the signing officers of that organization.
6. Every Minor Hockey Association and Team Official shall be responsible for any representation made to Hockey Canada regarding the eligibility of its Players including a Player's age. If a Team plays an ineligible Player the Team will be subject to the discipline described in Regulation O.
7. Members shall have the discretion to create Regulations for the registration of Players in Divisions and Categories other than those described in Regulation M.3, including the ability to determine whether Players can be registered on Teams in both Female Divisions and non-Female Divisions.

QUALIFICATIONS

8. Every person who is an Amateur, is not under suspension by Hockey Canada or any of its Members or by any other Federation, and is not a member of any MHA or Team under the jurisdiction of any other Federation, shall be eligible for registration on a Team within Hockey Canada. Hockey Canada and its Members have the right to refuse to register any person for any reason that the Member deems appropriate in the exercise of an absolute discretion.

REGISTRATION PROCEDURES

9. The specific mandatory fields of information required to be part of all real time electronic submissions made to the HCR are:
 - a) Last Name
 - b) First Name
 - c) Date of Birth
 - d) Address
 - e) Street address or PO Box
 - f) City/Town
 - g) Postal Code
 - h) E-mail address
 - i) Team Name
 - j) Team Division (as described in Regulation B.1)
 - k) Team Category (AAA, AA, A, B, C, 1, 2, 3, etc)
 - l) Role on Team/MHA (Player, Goaltender, Coach, Bench Staff, Safety, or Official)
 - m) Official (Referee, Linesmen and certification, Season of qualification and criminal record check)
 - n) Coach (level of Coach certification, Season of qualification and criminal record check)
 - o) Safety Personnel (level, expiry date and criminal record check)
 - p) Registration date
 - q) Name of Minor Hockey Association
 - r) Affiliate Status

D. REGISTRATION

- s) Import status
 - t) Tryout status
 - u) Release status and Release Date
 - v) Active Season (eg. 2023-2024)
10. Registration data gathered by Hockey Canada from the Members must be kept in a protected and secure manner. The Members of Hockey Canada shall at all times retain ownership and control of any and all data in the HCR specific to their respective Member. There will be no commercial use of the data by Hockey Canada, unless expressly agreed to in writing by, and in partnership with, the Member(s).

TEAM REGISTRATION

11. Once registered with a Team, a Player shall remain with such Team until he is released or meets the criteria provided in Regulation G.9.
12. The minimum number of registered Players on Teams not competing for a Regional or National Championship will be authorized by the Member and may not be less than six (6) players.
13. Team composition for Adult Rec Teams and Senior Teams that do not compete in National and Regional Championships, including any requirements relating to Team Officials is at the discretion of the Member.
14. A Team shall become a Registered Participant with Hockey Canada by complying with the registration procedures in the Member within whose Geographic Subdivision such Team is situated. The Member may in its discretion accept or refuse the registration of any Team.
15. Minor Hockey Associations must submit the names and contact information of the President and Secretary to their Member on an annual basis or when changes occur.
16. A Junior and/or Senior Team shall annually and when changes occur, keep the Member in which it is registered informed of the names and addresses of its:
- a) Owner
 - b) President;
 - c) Secretary; and
 - d) Designated signing officers for the purpose of releasing a Player (at least two (2) must be named).

17. After August 15 for Junior and October 1 for Senior Teams, the Member shall have the right to release Players from a Team, which, in the opinion of the Member, has no intention of operating during the current Season.

VARIATIONS FOR FIFTEEN AND SIXTEEN YEAR OLD PLAYERS FOR JUNIOR HOCKEY

18. Notwithstanding the preceding provisions the following applies to fifteen and sixteen year old players for Junior Hockey:
 - a) First year eligible U18 Players (fifteen (15) year olds) shall only register and compete in Minor Hockey.
 - b) First year eligible U18 Players (fifteen (15) year olds) who believe they are 'exceptional' and should be excluded from the previous provision may apply to play Major Junior hockey under the provisions and conditions outlined by Hockey Canada.
 - c) A second year eligible U18 Player (sixteen (16) years old) registering and participating in Junior hockey shall do so under the following guidelines:
 - i) Major Junior: Each Team is allowed to register a maximum of four (4) Players
 - ii) Junior A: Each Team is allowed to register a maximum of two (2) Players
 - iii) Junior B: Each Team is allowed to register a maximum of two (2) Players
 - iv) Junior C and D: Each Team is allowed to register one (1) local Player. The definition of "local" shall be that contained in the Hockey Canada Policy Manual. A local Player shall not Affiliate to any higher Category Team.

E. ACTIVE PLAYER REGISTRATION

E. ACTIVE PLAYER REGISTRATION

1. Members of Hockey Canada will issue to all registered Teams a Player registration allotment within the following guidelines:

Senior Junior	Maximum of forty-five (45) registrants
Senior Female Junior Female U21 U18	Maximum of twenty-five (25) registrants
U15 U13 U11 U9	Maximum of twenty (20) registrants
U7	Unlimited

2. Notwithstanding Regulation E.1, the following Teams (other than Junior Female) may not register on a Roster, at any one time, more than:
 - a) Twenty-five (25) Players in the case of Junior Teams;
 - b) Twenty (20) Players in the case of:
 - i) the highest level of U18 and Female U18 hockey registered with the Member; **and**
 - ii) **Male U18 Prep and Female U18 Prep Rosters as described in Regulation I.**
 - c) Nineteen (19) Players in the case of Minor Hockey Teams not described in Regulation E.2(b);

JUNIOR A LIMIT – TWENTY YEAR OLDS (20)

3. A maximum of nine (9) twenty (20) year olds, including Affiliate Players, shall be permitted on game sheets, for all regular season and play-off games.

SENIOR AND JUNIOR CUTDOWN DATES

(Does not apply to Senior Female and Junior Female)

4. On January 10, Junior Teams must reduce to not more than **twenty-five (25)** the total of the following:
 - a) The number of Players on their Roster; and
 - b) The number of allotted but unused Player registrations.

E. ACTIVE PLAYER REGISTRATION

5. If the maximum number of Players described in Regulation E.1 E.2, or E.4 are registered, at least two (2) of the registered Players must be Goaltenders.
6. On January 10, Senior Teams at the AAA level must reduce to not more than twenty-eight (28), the number of Players on their Roster. Senior Teams below the AAA level (at the sole discretion of the individual Member) may register up to thirty (30) Players on their Roster.

KEY DATES FOR TEAM ROSTERS

7. Teams' HCR Rosters must meet the limits described in Regulations E.4 to E.6 by no later than 5:00:00 pm MST, January 10. Any Team failing to meet this deadline shall be declared ineligible for further competition until the preceding outlined provisions are met. Non-compliance shall result in all Players being declared Released from the Team, under the authority and guidelines of the Member.

For the purpose of this Regulation E, all references to January 10th shall mean January 10 at 5:00:00 pm MST.

8. Registered Players whose names are deleted or omitted from a Team's Roster as of January 10 are automatically Released as of **that date** and may register and play with any other Team if otherwise eligible.
9. A Player registered with a Senior AAA, Senior AA, Major Junior or Junior Team who, prior to January 10 in the current Season, is injured or becomes medically unfit to play for the balance of the Season, may be included on the January 10 Roster but would not count in the total number of registered Players and allotted but unused registrations. Any such Player will not be able to compete for the balance of the Season and a medical certificate, satisfactory to the Member must be provided.
10. **Any Player who was on a Team's Roster after the Final Registration Date the previous season shall become a free agent, without requiring a release, if the Player has not consented to register with the Team and has not been added to the Team's Roster by 5:00:00 pm MST on November 15 of the current Season.**

A Team wishing to retain the rights to any Player who was on its Roster after the Final Registration Date the previous Season, may do so under the following conditions:

- i) **The League in which the Team plays must use protected lists;**
- ii) **The Team must have room on its protected list to add the Player;**
- iii) **The Player must be placed on the Team's protected list;**

E. ACTIVE PLAYER REGISTRATION

The November 15 deadline is subject to the following exceptions:

- a) **If a Player is injured, the November 15th deadline may be extended to no later than 5:00:00 pm MST January 10th, provided the following statements are provided in writing, on or before November 15 at 5:00:00 pm MST:**
 - i) **A doctor must provide a statement on the Player's condition and the Player's expected timeline for return; and**
 - ii) **The Player, or their Parent if the Player is under 18, must provide a statement consenting to the Player remaining on the Team's protected list to a specific date no later than January 10th at 5:00:00 pm MST.**
- b) **A Player who continues to be injured as of January 10th and who is determined to be medically unfit to play for the balance of the Season shall be entitled to be included on the Team's January 10th Roster in accordance with Regulation E.9, provided the Team and the Player, or their Parent if the Player is under 18 years of age, mutually agree, in writing, and a medical certificate satisfactory to the Member has been provided.**

11. A Team which has the maximum number of registered Players on its Roster on January 10 shall not be permitted to register any further Players during the current Season. A Team which has fewer registered Players may, if it has allotted but unused registrations, register eligible Players until the Final Registration Date, but once a vacancy on the Roster has been filled it may not be used again.
12. Any Player Released on or before January 10, may register with another Team on or before the Final Registration Date.
13. Players Released from Hockey Canada Teams after January 10, shall be ineligible to play with any other Hockey Canada or USA Hockey Team in the current Season. The Member has unfettered discretion to address specialty cases within their Member.
14. No Team shall be able to replace a Player Released after January 10, with any other Player under any circumstance.
15. Players Released from a Team in any other Federation after January 10 shall be ineligible to play with any Hockey Canada Team for the balance of that Season.
16. Should a Player wish to re-sign with his former Team after being released by that Team, he may do so only by obtaining a new Player's registration.
17. Players participating on a varsity or junior varsity team at a College or University after January 10 of the current Season shall be ineligible to participate with a Team for the remainder of that Season (does not apply to

E. ACTIVE PLAYER REGISTRATION

Female Divisions of hockey other than Teams participating in League, Regional and National playoffs leading to the ESSO Cup).

PROFESSIONAL PLAYERS

18. Players participating with a Professional hockey Team after January 10 of the current Season shall be ineligible to participate with a Hockey Canada Team for the remainder of the Season.

IMPORTS

19. Teams will be permitted to register Imports only to the extent that the total number of such active Imports does not exceed, at any one time during the current Season, the numbers prescribed below:
 - a) Senior AAA Six (6) (other than Senior Female)
 - i) Senior Teams are permitted to register one (1) non-North American Import.
 - b) Major Junior
 - i) Major Junior Teams are permitted to register two (2) non-North American Imports.
 - c) Junior - Six (6)
 - i) Teams under the level of Major Junior (other than Junior Female) will not be permitted to register any Non-North American Imports.
 - d) Senior Female AAA - Six (6)
 - i) Senior Female AAA Teams are permitted to register:
 1. Four (4) Imports transferred from USA Hockey; and
 2. Two (2) Imports transferred from any Federation other than USA Hockey.
 - ii) No Player having Canadian citizenship shall be considered an Import.
 - iii) This Regulation shall only be applicable to Teams competing for a National or Regional Championship.
 - e) All other levels of Senior Female - Unlimited
 - f) A Junior Female Team - Two (2), from any Federation

E. ACTIVE PLAYER REGISTRATION

20. A Team may not exceed, at any time, its quota of Imports. However, if a Team has an unused Player's allotment it may Release an Import at any time up to January 10, to register another Import that has been properly transferred and is otherwise eligible. After that date an eligible Import may only be signed if a Team has:
- a) an Import vacancy;
 - b) an unused Player allotment; and
 - c) less than the maximum number of registered Players on its Roster.
21. During the current Season an Import, if Released, may return to the Member from which he transferred, where he will be eligible to play during the current Season without being considered an Import. However, if he plays with another Team in his present Member, he shall be considered an Import.
22. Notwithstanding any provision to the contrary in these Regulations, the following applies to Junior hockey:
- a) No Player having Canadian citizenship shall be classified as an Import;
 - b) If a Team requires special assistance through any unusual situation which develops, the President/COO of Hockey Canada may permit a Team to register and play Imports in addition to the number of Imports permitted under Regulation E.19, using the same criteria set out in By-Laws 50.4(a), (b) and (d).

F. AFFILIATION

PURPOSE: To provide an opportunity for higher Division or Category Teams to dress the maximum number of Players allowable for a game in accordance with the Playing Rules.

GENERAL AFFILIATION PROCEDURES

1. Teams wishing to dress Players other than those on their Roster may select:
 - a) in Senior AAA, (other than Senior Female) ten (10) Affiliated Players. If a Team has selected the maximum number of Affiliated Players, at least one (1) Affiliated Player must be a Goaltender; and
 - b) in all other Categories, nineteen (19) Affiliated Players. If a Team has selected the maximum number of Affiliated Players, at least two (2) Affiliated Players must be Goaltenders.
2. Teams may only select Affiliated Players from a lower Division or Category Team(s) operating in the Geographic Subdivision in which the selecting Team operates, and all such Players and Team(s) must be properly registered in the HCR with the Member.
3. An Affiliated Player shall not be permitted to play for the selecting Team until his Hockey Canada registration has been endorsed by the Member Executive Director as being an Affiliated Player. Such endorsement may not be granted by that Member Executive Director, before the written consent from both Teams involved in the affiliation is filed with that Member Executive Director.
4. Once a Player's Hockey Canada registration has been endorsed by the Member Executive Director as being an Affiliated Player, his name becomes part of the selecting Team's list of Affiliated Players and may not be dropped from such list during the current Season and replaced, unless:
 - a) the Team with which he registered Releases him on or before January 10; or
 - b) the Team that holds his playing rights in the higher Division or Category, transfers those rights to another Team in the same Division or Category.
5. No Player is permitted to be part of more than one (1) Affiliated Players' list in a particular Category at any given time during the Season.
6. A Player must have the approval of his/her registered Team or Minor Hockey Association in order to:
 - a) be selected as an Affiliate Player; and
 - b) participate in a game as an Affiliate Player.

F. AFFILIATION

7. Affiliated Players used by a higher Division/Category Team in a game, shall be designated on the official game report by the use of the symbol “AP” after their name.
8. Teams from different Divisions and/or Categories competing within the same League are not permitted to Affiliate between themselves.
9. Notwithstanding Regulation F.8, in a Senior League which consists of Teams registered Senior AAA, Senior AA and/or Senior, a higher Category Team participating in that League may Affiliate Players from a lower Category Team participating in that League, but such higher Category Team may not dress such an Affiliate Player while such higher Category Team is still in League competition.
10. All affiliations shall terminate at the end of the current Season.

LIMITATIONS ON AFFILIATION (SEE ALSO REGULATION I – ACCREDITED SCHOOLS)

11. Players transferred to a Member from another Member or Federation, including USA Hockey, other than Non-North American Imports, may advance to a Team of a higher Division/Category as Affiliated Players, only if the total number of active Imports on such higher Division or Category Team does not exceed the number provided for such Team in any game unless special permission has been granted by Hockey Canada for the Team to have additional Imports under By-Law 50.4.
12. A Non-North American Import is ineligible to advance to a Team of a higher Division or Category as an Affiliate Player regardless of the number of Non-North American Imports on the higher Division or Category Team.
13. A Player, who is granted an appeal to register in Minor Hockey anywhere other than in their Residential Member, is ineligible to advance to a Team of a higher Division or Category as an Affiliate Player.

AFFILIATION BETWEEN MINOR TO MINOR AND JUNIOR TO JUNIOR:

14. A Player sixteen (16) years of age or older may be selected as an Affiliate Player with two of the following in the same season:
 - a) a Major Junior Team;
 - b) Junior A Team;
 - c) Junior B Team; **and**
 - d) **Junior C Team (excluding 16-year-old players playing at the highest level of U18).**

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

15. Affiliate Players may participate in higher Divisions or Categories as follows:
- a) For Junior **A**, **Junior B**, and Regional and National Championship eligible Teams, a Player of a Team of a lower Division or Category may Affiliate to a Team or Teams of higher Divisions or Categories at any time, to a maximum of ten (10) games per Team.
 - b) For Junior C, a Player seventeen (17) years of age or older, registered at the highest Category of U18 may Affiliate to a Junior C Team to a maximum of 10 games. For any Player sixteen (16) years of age or older registered in a Category below the highest Category of U18, the Member shall establish the number of games that a Player may play with a Junior C Team as an Affiliate Player.**
 - c) For all other Categories and Divisions of hockey, the Member shall establish the number of games that a Player may play as an Affiliate Player.
 - d) Exhibition and/or Tournament games, which are not part of regular League games or play-off games, are excluded from the number of games referred to in Regulation F.15 (a) **and (b)**.
 - e) Any Player affiliation as a result of the National Junior / Under 17 / Canada Winter Games / World Junior A Challenge will not count against the limit of games per Team.
 - f) Appearance of an Affiliated Player's name on the official game report of a game shall be considered participation in the game except in the case of an alternate Goalkeeper, in which case only actual participation shall be considered as taking part in the game, and such participation shall be specially noted on the official game report.
16. If an Affiliate Player's registered Team completes its regular Season and playoffs before the Player's Affiliated Team or Teams, the Player may thereafter Affiliate an unlimited number of times on the following terms:
- a) No new registration is required or shall be issued for Affiliate Players, and such Players are not numbered among such higher Division/Category Teams registered Players.
 - b) Affiliated Players remain Registered Participants of their lower Division/Category Team.
17. Affiliation of first year eligible U18 Players (fifteen (15) year olds) to Major Junior and Junior A and Junior B hockey Teams shall be permitted with the following restrictions:

F. AFFILIATION

- a) A Player may Affiliate to a Major Junior Team and a Junior A or B Team in the same Season and play a maximum of five (5) games with each Team. A Player may not Affiliate to both a Junior A and a Junior B Team.
- b) A Team may Affiliate no more than five (5) Players for up to a maximum of five (5) games each during the Season.
- c) A Player shall NOT participate as an Affiliate, except under emergency conditions, when the Player's registered Team is playing or when the Player has semester exams at school.
- d) When the Player's registered Team is finished its Season, the Player may Affiliate an unlimited number of games with his Affiliate Team or Teams for the balance of the Season.
- e) The Affiliate Team may only have one (1) fifteen (15) year old Affiliate Player in its line-up per game.
- f) Any Player affiliation occurring as a result of the National Junior/Under 17/Canada Winter Games/World Junior A Challenge will not count in the five (5) game total per Team.

G. PLAYER RELEASES

1. A Player desiring to transfer from one Team to another within the Member must first be Released from the HCR Roster of the Minor Hockey Association or Team of which he is a Registered Participant. If a Team uses a Player who is not properly registered, the Member shall have the right to discipline the Minor Hockey Association or Team as it sees fit.
2. A Player desiring to transfer to a Team in another Member must follow Regulation H.
3. Even though a Release has been obtained, the Member Executive Director shall have the right to refuse a transfer to another Team within the same Member.
4. If the Release of a Player is required (see also Regulation D.11), it shall be effective when the Player is Released from the HCR Roster by the Team or MHA of which the Player is a Registered Participant.
5. All Releases shall be unconditional except that Members at their discretion shall be able to implement regulations/policies that place conditions or criteria on releases within their Geographic Subdivision.
6. A suspended Player may only be Released at the discretion of the Member and Hockey Canada and provided it is arranged that the Player will serve his suspension with the new Team, MHA, Member or Federation.
7. A Player may appeal to obtain his Release from his registration under By-Law 46 after exhausting all appeal options within their Member.
8. Hockey Canada and Member Residency Regulations apply to any Player who has been granted a Release.
9. Notwithstanding Regulations G.1 to G.8 inclusive, a Player shall not require a Release under the following conditions:
 - a) When he has not been a Registered Participant of any Team or MHA in Hockey Canada, or in another Federation during the previous playing Season.
 - b) When a Player is of Junior hockey age or under and resides with his Parent and the Parent changes his place of residence and the Player continues to reside with his Parent.
 - c) When a Player is of Minor Hockey age and registers with a Hockey Canada Accredited School Team or a Hockey Canada School With Residence.
 - d) When the Player is a member of any branch of the permanent military forces or the R.C.M.P. and his residence is changed.
 - e) When the Player has been a full-time employee since May 1 of the previous Season and is moved by his employer and continues to be employed by the same employer.

G. PLAYER RELEASES

- f) When a Player has left school at the end of the scholastic year to enter into employment for the first time, is moved by his employer and continues to be employed by the same employer.
- g) When the following over age circumstances exist:
 - i) there is no team in his age Division within his Geographic Subdivision.
 - ii) the Player becomes over-age as a result of League self-imposed age restrictions.
- h) Players of a Team Disbanding on or before January 10 of a current Season may be permitted to play with other Teams within the Member in such manner as may be decided by the Member Executive Director. Any Player of a Disbanded Team who transferred to such Team from another Member during the current Season shall be entitled to return to that Member if he so desires, and the Executive Directors of both Members shall grant his retransfer on request, provided that the transfer does not otherwise contravene these Regulations.
- i) When a Player qualifies under Regulation E.8, E.10, or H.12.
- j) When a Player was a Registered Participant in the previous Season of a Team that does not operate in the current Season.
- k) When a Player is Released under a decision of Hockey Canada or a Member.
(See By-Law 46)
- l) If an Inter-Member Transfer is required to complete a transfer of any Player described in subsections (a) through (k), it shall be the responsibility of the registrar of the incoming Member to ensure, by statement or otherwise, that the Player meets the requirements of the applicable subsection.

RELEASE RETURN TO JUNIOR AND NON-JUNIOR FEMALE

10. Any Player previously registered with a Junior Team (non-Major Junior), who leaves that Team to participate on:

- a) a Major Junior Team;
- b) a varsity or junior varsity Team at a College or University;
- c) a Team registered with another Federation; or
- d) a Team in a non-sanctioned League;

and who is subsequently released by the Team described in subsections a) through d), must return to the Junior Team with which the player was previously registered, provided that the Team has an open place on its registration allotment.

H. TRANSFERS

1. No Player of U18 eligibility or under may be transferred from Member to Member, or from another Federation to Hockey Canada, to play other than Major Junior hockey unless such Player comes under Regulation G.9 (b) or (c). Notwithstanding the above:
 - a) Players in their last year of U18 eligibility may be granted an Inter-Member transfer to Register with a Junior A Team in another Member, when there is no Junior A hockey in their Residential Member.
 - b) to address Regional differences that exist within the hockey programs in Canada, Members may enter into Agreements with other Members, which would authorize the transfer of Players in their last year of U18 eligibility. Said Agreements shall only be in effect upon being ratified by the Board. In order for Hockey Canada to provide its ratification, such Agreements shall include provisions whereby any Member which is a party to an Agreement may terminate the Agreement at the end of each playing Season.
 - c) a Player, who otherwise would not be entitled to a transfer, may appeal to the National Appeals Committee, if they are able to demonstrate special circumstances.
 - i) Where a Player seeks to play on a Team eligible for a National or Regional Championship, such appeals will be heard by the National Appeals Committee only three (3) times within a Season.
 1. For appeals that will be heard during the first week in August, all appeal documents must be received by the Hockey Canada office by July 15.
 2. For appeals that will be heard during the first week in October, all appeal documents must be received by the Hockey Canada office by September 15.
 3. For appeals that will be heard during the first week in November, all appeal documents must be received by the Hockey Canada office by October 15.
 - ii) All other transfers will be heard upon presentation of appropriate appeal documents.
2. The following dates apply to transfers between Members or Federations:
 - a) The final date for filing application forms for Inter-Member Transfers, or incoming transfers from another Federation, is February 10.

H. TRANSFERS

- b) The final date for filing application forms for outgoing IIHF transfers is February 15.
 - c) For further information regarding International transfers, please see Appendices H1 and H2, which form part of these Regulations.
3. All Players transferred from another Member or another Federation cannot be held idle by a Team.
- a) The Player must be placed on the Team's Roster within two (2) weeks of the approved transfer date.
 - b) A Member or Hockey Canada at their discretion may Release a Player if the Team does not allow the Player to participate within two (2) weeks of the approved transfer date.
4. Player transfers for Minor Hockey:
- a) A Minor Player who wishes to participate as a Commuter Player, must complete a transfer.
 - b) A Minor Player transferring without his Parent(s) from another Federation in order to attend school within a Member may be deemed eligible to register in that Member on a House League Team without an appeal to the National Appeals Committee under the following conditions:
 - i) Such Player will not be eligible to register with or Affiliate to a higher Category/Division Team
 - ii) It shall be the responsibility of the registrar of the Player's new Member to ensure, by statement or otherwise, that the Player is qualified under this regulation; and
 - iii) All applicable transfer fees are due to Hockey Canada at the time of registration with the Member.

INTER-MEMBER TRANSFERS

5. A Player requesting an Inter-Member Transfer shall first obtain a Release from the last Team or MHA of which the Player was a Registered Participant. The Player or his Parent shall then endorse the application for a transfer.
6. The Inter-Member Transfer must be initiated on the HCR with the application form, Player's registration and Release attached before the first game in which the Player is to participate.
7. The Member to which such application is being made must reply to the applicant Member with its approval or rejection of the application, within

three (3) business days of receiving such application. In case of rejection, the reasons for the rejection must be stated. Any rejection without reasons shall be deemed to be an approval of the transfer.

8. The provisions in Regulations H.5, H.6 and H.7 shall not apply from May 1 to July 31 of each year.
9. For further clarification of the regulations regarding Inter-Member Transfers, it is noted that a Player who does not require a Release under exceptions listed in Regulation G.9 must possess an Inter-Member Transfer before participating with any Team registered within the new Member.

PLAYER TRADES

10. Any Player registered with a Junior team may have his playing rights transferred to another Team provided that the Player approves the transfer. If the Player is less than eighteen years of age, written approval must be obtained from the Player's Parent. It is the Team's responsibility to have record of the approval.
11. Any Player registered with a Junior Team who is transferred without the written approval described in Regulation H.10, shall be deemed to have been Released unconditionally.

INTERNATIONAL TRANSFER PROCEDURES

12. Any Player wishing to transfer between Hockey Canada and another Federation, must follow the transfer procedures specified in Appendix H1 or H2, as applicable.
13. Any registered Hockey Canada Player, playing for a Team registered in any other Federation in a regular League game, shall become ineligible to participate in any Hockey Canada competition for the remainder of the current Season unless he has been properly transferred back to Hockey Canada and is otherwise eligible under Hockey Canada Regulations.
14. The playing rights within Hockey Canada of any Player who has transferred to or from another Federation shall be as follows:
 - a) A Player who has been granted an outgoing limited transfer, shall, when returning to Hockey Canada, remain the property of the Team with which he was last registered before the transfer.

H. TRANSFERS

- b) A Player who has been granted an incoming limited transfer shall, if the Player returns to Hockey Canada in the following Season, remain the property of the Team with which he was last registered in Hockey Canada, as long as properly registered on the Team's February 10 Roster. If the Player wishes to register and play on a Team in a different Member, an Inter-Member transfer and Release would be required.
- c) The above regulations apply only in cases in which the appropriate Team has an unused Player allotment, and it does not have the maximum number of registered players permitted.

APPENDIX H1 – IIHF INTERNATIONAL TRANSFER REGULATIONS

May 2021

Preface

The IIHF has produced and distributed the International Transfer Regulations to all IIHF member national associations to direct and guide the membership in the regulations and operation of our universally accepted and approved international player transfer program.

The principles for the international transfer of players are included in the IIHF Bylaws. The IIHF player transfer system uses an IIHF online system to operate this program. The goal of the program is to maintain the worldwide good order of the sport and to protect club teams and players alike. The IIHF online transfer system is a service provided to member national associations and performs a key role in the IIHF player eligibility responsibilities for participation in IIHF Championships or Olympic Winter Games competitions.

The contents of the present IIHF International Transfer Regulations supersede any and all previous printings of these regulations.

Therefore, we are pleased to present this current issue to all IIHF member national associations, providing the membership with the regulations that govern the player transfer program. In addition, the IIHF has developed Guidelines and instructions to effectively operate the online transfer system, which shall be published annually and available on the IIHF intranet. We trust that the contents contained within this document will provide the necessary regulations for our member national associations, their teams and their players to operate and compete in a fair and business-like manner.

Regulations pertaining to the organization of the technical components of an IIHF Championship, for sport, discipline, medical, doping control and the actual playing rules can be found in the respective rule and regulation documents of the IIHF. Please contact the IIHF Office directly for any clarification on any of the attached, or for questions on topics not covered in this publication.

I. The International Transfer

1. DEFINITIONS

The following terms shall have the following meanings in these Regulations:

- a) “Contract” – a Professional Player Contract and/or an Education Agreement
- b) “Current MNA” – the MNA in which the Player is currently registered or, if the Player is not currently registered, the Player’s Home MNA;
- c) “Deadline” – seven (7) days after the date that a Transfer request notice is issued to the Player’s Current MNA by the System, or any extension of that period under Article 3.2;
- d) “Education Agreement” – education/hockey school/amateur ice hockey contract (all other Ice Hockey Agreements besides a Professional Player Contract);
- e) “Guidelines” – the Online Transfer System Guidelines;
- f) “Hockey Competition” - an organized hockey activity that leads to a champion being named;
- g) “Home MNA” - the MNA in the Player’s country of birth or, if the Player has been granted an unlimited Transfer, the MNA that the Player joined through that Transfer
- h) “IIHF” – the International Ice Hockey Federation;
- i) “MNA” – a Member National Association of the International Ice Hockey Federation;
- j) “New MNA” – the MNA that a Player is requesting a Transfer to;
- k) “Non-Member Organization” – a hockey team, league, or other organization that is not part of the International Ice Hockey Federation
- l) “Player” – either a male or female ice hockey player;
- m) “Professional Player Contract” – a written agreement of a specific duration between a Player and an ice hockey club, signed by both parties, according to which the Player is compensated more for his ice hockey Player activity (games and/or training sessions) than the expenses he directly incurs to play ice hockey;
- n) “Regulations” – these International Transfer Regulations
- o) “System” – the Online Transfer System

- p) “Transfer” – an International Transfer;
- q) “Transferred Player” – a Player transferred via the Online Transfer System.

2. GENERAL INFORMATION

- 2.1 Any Player who wishes to participate in a Hockey Competition under the jurisdiction of an MNA other than their Current MNA is required to obtain a Transfer.
- 2.2 All Transfer requests shall be made and processed using the System and the procedures described in the Guidelines.
- 2.3 Every MNA shall organize its internal Transfer procedures by issuing regulations. An MNA’s internal regulations shall not contradict these Regulations.

3. THE TRANSFER PROCEDURE

- 3.1 The MNA of any club wishing to register a Player who requires a Transfer shall submit an online Transfer request to the Player’s Current MNA via the System.

Transfer Approval

- 3.2 The Player’s Current MNA shall either approve or refuse the Transfer before the Deadline lapses. The IIHF may extend the Deadline upon request from the Current MNA prior to the Deadline lapsing, if the IIHF is satisfied that there are reasonable grounds for the request.
- 3.3 If the Transfer is not approved or refused before the Deadline lapses, the Transfer will automatically be approved.
- 3.4 A Transfer is officially approved on the date the New MNA receives a Transfer approval confirmation from the System. A Player is under the jurisdiction of the New MNA from the date the Transfer is approved. A Player may only start to play for his new club when the Transfer is approved, and must immediately cease playing for his former club as of the date the Transfer is approved.

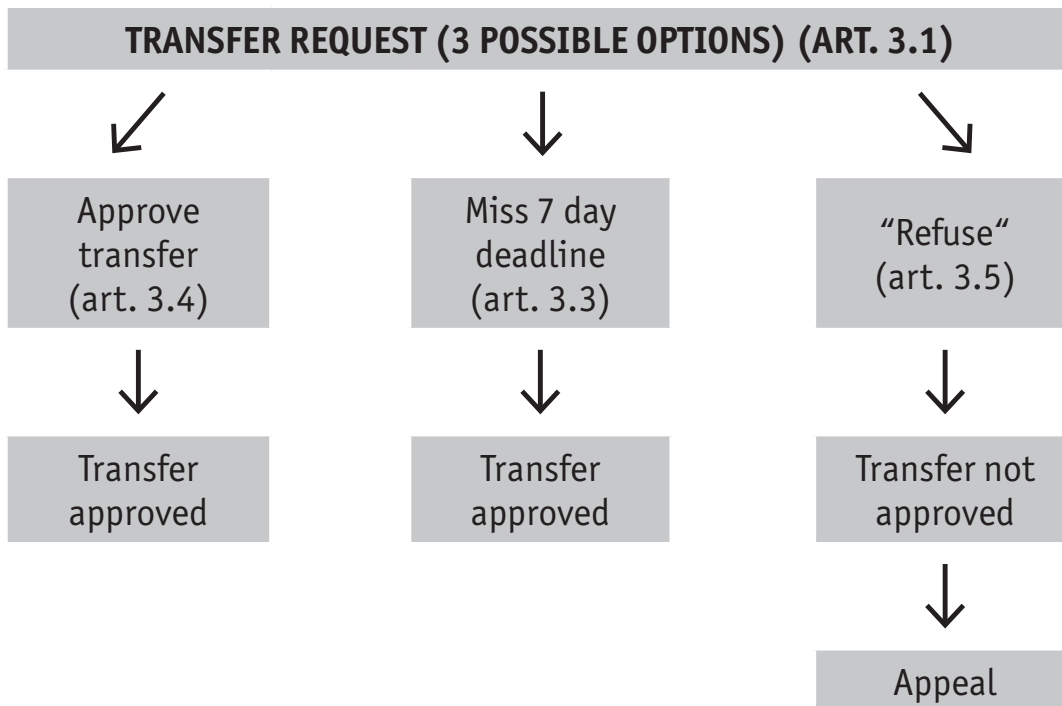
Transfer Refusal

- 3.5 The Current MNA may only refuse the Transfer if:
 - a) the Player has an existing Professional Player Contract with a club in the Current MNA;

APPENDIX H1 – IIHF INTERNATIONAL TRANSFER REGULATIONS

- b) the Player wishing to Transfer has not fulfilled his contractual obligations to his former club (all contractual obligations other than those in accordance with 3.5(a));
- c) the Player has not fulfilled financial commitments to his former club such as debts or has not returned the club's equipment; or
- d) a material reason exists between the two clubs regarding the Transfer other than issues concerning compensation (an example of a material reason is the existence of a confirmed suspension or pending disciplinary proceeding by either the IIHF or by the Current MNA when such suspension is recognized by the IIHF).

If the Current MNA refuses the Transfer based on any of the grounds described above, it must specifically identify its reasons for the refusal, and shall upload all relevant evidence/documents to the System.



- 3.6 If the Transfer is refused, the New MNA shall receive a notice of the refusal via the System. The New MNA is responsible to inform the new club and the Player about the refusal.
- 3.7 A Player whose Transfer is refused may appeal that refusal using the procedure described in Part II of these Regulations.

4. LIMITED AND UNLIMITED TRANSFERS

- 4.1 Transfers may be limited or unlimited. A limited Transfer restricts the Player's playing rights to a specific MNA for a specific duration.

Limited Transfers

- 4.2 The new club and the Player shall negotiate and agree upon the duration of a limited Transfer. A limited Transfer must be for a period equal to the duration of the new Contract.
- 4.3 A new Transfer must be processed to extend a limited Transfer. If the aforementioned Transfer is extended in accordance with an option clause in a Contract enabling one or both parties to extend the duration of that Contract, the limited Transfer fee does not apply. A limited Transfer can only be extended once in accordance with the original Contract's option clause without incurring additional Transfers fees under this Article.
- 4.4 If a Player wishes to Transfer from his Current MNA to any other MNA, including his Home MNA, during the duration of his limited Transfer, a new Transfer is required. If the new MNA is not the Player's Home MNA, both the Current MNA and the Home MNA must approve the new limited Transfer. The duration of the new limited Transfer must be consistent with the duration of the new Contract.
- 4.5 A Player who has obtained a limited or unlimited Transfer and wishes to change the Transfer to unlimited or limited respectively, must process a new Transfer request, unless the request to change the limited or unlimited Transfer is received within two (2) months of the approval of the original limited or unlimited Transfer.

Unlimited Transfers

- 4.6 A Player who wishes to Transfer his playing rights to an MNA other than his Home MNA permanently, must request an unlimited Transfer to his new MNA, and execute an Unlimited Transfer Request Form (UTR). Once the executed UTR is uploaded on the System, and the unlimited Transfer request has been approved, the Player becomes a full member of the New MNA and any future Transfers must be approved by his New "Home MNA".

Transfer Deadlines

- 4.7 The Transfer deadline for Northern Hemisphere MNAs is 23.59h (CET) on February 15 of the applicable season. The Transfer deadline for Southern Hemisphere MNAs is 23.59h (CET) on July 31 of the applicable season. Should the deadline date fall on a weekend; the deadline date will become 23.59h (CET) on the Monday immediately following the weekend. The IIHF must

APPENDIX H1 – IIHF INTERNATIONAL TRANSFER REGULATIONS

receive the Transfer approval within the System by the Transfer deadline. The IIHF may extend the February 15th deadline in a Winter Olympic year to enable Player movement after that event is complete.

5. TRANSFER OF PLAYERS UNDER 18 YEARS OF AGE

- 5.1 A Player under 18 years of age is permitted to Transfer from one MNA to another utilizing the System. No Transfer fee shall apply for a Transfer completed before the Player's 18th birthday.
- 5.2 The IIHF Transfer Deadline indicated in Article 4.7 shall not apply for the Transfers of Players under 18 years of age.

6. PLAYER ELIGIBILITY APPLICATION ASSISTANCE

- 6.1 Notwithstanding Article 3.5(d), a Player that is suspended from league play either by the IIHF or by the Current MNA is allowed to Transfer under the condition that the Player sits out the remaining amount of games/days as imposed by the IIHF or the Current MNA, in league play of the New MNA.
- 6.2 The IIHF shall immediately require the New MNA to impose the remaining suspension period.
- 6.3 The IIHF may impose a fine of CHF 5,000 CHF on each MNA that fails to indicate in the System to the MNA a Player wishes to Transfer to, that this Player is still serving a suspension.
- 6.4 If a Player, after obtaining a Transfer in Accordance with Article 6.1 of these Regulations, plays in a New MNA without complying with the imposed sanction, the following will apply:
 - The IIHF shall sanction the New MNA of the Player with a fine of CHF 5,000 if the New MNA had knowledge of the suspension or if the suspension was listed in the System. The MNA New MNA shall have the right to appeal the IIHF's decision to the Disciplinary Board within seven (7) days of that decision.
 - Should the Player continue to play, the matter will be submitted to the IIHF Disciplinary Board. The following sanctions shall be applied by the IIHF Disciplinary Board:
 - Member National Association: Fine of minimum CHF 5,000 and up to CHF 150,000 (maximum) per game the Player played while he was suspended, since the IIHF General Secretary's intervention.
 - Club: Ban on Transfers (during Transfer period) for a minimum of three (3) months and up to twenty-four (24) months (maximum).
 - Player: Suspension from IIHF Competitions for a minimum of one (1) year and up to three (3) years (maximum).

7. TRANSFER OF PLAYERS UNDER CONTRACT

- 7.1 A Player who wishes to compete for a country in an international competition, but whose eligibility under the IIHF's Player Eligibility Rules (Bylaw 4) is unclear and cannot be confirmed through the System, may apply to the IIHF for an eligibility ruling.
- 7.2 The application must contain the following documents translated into English where necessary, and including original signatures, dates and stamps:
- Signed Affidavit from the MNA of the country that the Player wishes to compete for, confirming participation of the Player and specifying the exact dates of participation;
 - Signed Affidavit from any other MNA the IIHF deems relevant, confirming that the Player did not participate for any club in that MNA during the period in question (an MNA has seven (7) days to provide the aforementioned Affidavit to the requesting MNA);
 - Valid proof of residency for the period in question;
 - Approved game sheets for the period in question; and
 - Any other documentation requested by the IIHF for a particular application.
- 7.3 Any eligibility application must be submitted via the System at least four (4) weeks before the competition in which the Player wishes to compete.

8. TRANSFERS WITH NON-MEMBER ORGANIZATIONS

- 8.1 All MNAs, their leagues, and clubs must respect all existing and valid Contracts of Players playing in other MNAs or Non-Member Organizations.
- 8.2 A club wishing to contract the services of a Player who is at present under a Professional Player Contract with a club in another MNA or a Non-Member Organization shall be obliged, before commencing any negotiations with that Player, to inform his current club in writing of its interest, and to obtain that club's written permission to negotiate with the Player.
- 8.3 A Player may be Transferred during the term of his Contract from his Current MNA to a New MNA, for a limited period of time, provided that an agreement is reached between all three parties concerned (the releasing club, the Player and the receiving club), and a limited Transfer is requested and approved. During the period of such limited Transfer, the Player will be under the jurisdiction of the New MNA. After that limited Transfer expires, the Player shall return to his former club to continue his contractual obligations to that club. The Transfer procedure set in Article 3 and Article 4.4 shall be applicable.

Tampering/Inducing Breach of Contract

- 8.4 During the period of an existing Professional Player Contract, a Player shall not be approached by an official of any other club or league, or by any person on behalf of any other club or league, that is a member of another MNA or Non-Member Organization, with the goal of inducing the Player to breach his current Professional Player Contract and to join a new club or league.
- 8.5 Any breach of Articles 8.1 to 8.4 will be referred to the IIHF Disciplinary Board and could result in restrictions on or disqualification from IIHF activities or other sanctions, as described in Article 2 of Part II of these Regulations.
- 8.6 Where the Player is under a Professional Player Contract with a Non-Member Organization, it will be the responsibility of the MNA in the country of the Non-Member Organization to notify the IIHF of any alleged breach of Article 8 or Article 9. Upon the IIHF receiving such notice from any MNA, it will investigate the alleged breach to determine further actions.

Contracting Age

- 8.7 With respect to the IIHF Transfer procedures, unless proof is shown through national laws to the contrary, the IIHF will view 18 years of age as the legal age of majority for Contract signing purposes.

9. TRANSFERS WITH NON-MEMBER ORGANIZATIONS

- 9.1 Player Transfers with Non-Member Organizations having a Transfer agreement with the IIHF will be executed following the conditions specified in that agreement.
- 9.2 Any Player competing in his Current MNA under a limited Transfer, who leaves that MNA to play in a Non-Member Organization, and who then wishes to return to play in any MNA, may only do so by obtaining a Transfer approved from his Current MNA at the time he left for the Non-Member Organization and his Home MNA.
- 9.3 Except in the circumstance described in Article 9.2, if a Player wishes to return from a Non-Member Organization to play in any MNA other than his Home MNA, his New MNA must request a Transfer, and his Home MNA must either approve or refuse that request.
- 9.4 If a Player wishes to return from a Non-Member Organization to play in his Home MNA, and Article 9.2 does not apply, no Transfer is required.

National Hockey League (NHL) and American Hockey League (AHL)

- 9.5 Notwithstanding anything in Articles 9.2 to 9.4, if the Non-Member Organization that the Player wishes to return from is either the NHL or the AHL, the following applies:
- a) if the Player wishes to play in his Home MNA, that Home MNA must request a Transfer, which will be either approved or refused by the MNA where the NHL/AHL team is located;
 - b) if the Player wishes to play in any MNA other than his Home MNA, that MNA must request a Transfer, which will be either approved or refused by the Player's Home MNA and the MNA where the NHL/AHL team is located. If the Player's Home MNA is Hockey Canada or USA Hockey, only the approval of the Home MNA is required.

Jurisdiction

- 9.6 As a matter of clarification, any Player who wishes to transfer from a Non-Member Organization to an MNA will be subject to the IIHF Statutes & Bylaws and Regulations upon approval of the Transfer. Thus, these Regulations, including any sanctions, will apply to the Transfer of any such Player.

10. TRY-OUT EXHIBITION GAMES

- 10.1 Written permission may be granted from a Player's Current MNA permitting that Player to participate in exhibition games during a specified time period not to exceed fifteen (15) days from the first game that he plays.
- 10.2 In the event that a Try-Out period exceeds fifteen (15) days, a new written permission from the Player's Current MNA shall be obtained.
- 10.3 During the Try-Out period, the Player is under the jurisdiction of the MNA in which he is playing and is subject to the disciplinary procedure of that MNA. If the Player is suspended for an action during his Try-Out and returns to his Current MNA prior to the conclusion of the suspension, the Player must serve any remaining period of the suspension with his Current MNA. The MNA with disciplinary jurisdiction shall notify the Current MNA of any suspensions.

11. FEES

- 11.1 The IIHF Council will establish all fees associated with services rendered for a Transfer. Transfer fees shall be indicated in the Guidelines.

APPENDIX H1 – IIHF INTERNATIONAL TRANSFER REGULATIONS

- 11.2 A Transfer fee reflects the costs connected with the execution of the Transfer. The Current MNA shall not charge more than a CHF 300 Transfer fee for the Transfer approval.
- 11.3 The New MNA shall not charge a service fee for a Transfer. In the event that the New MNA charges a registration fee/licensing fee to a Transferred Player, such shall be proportionate to the services provided to the Player regarding the registration/licensing of that Player.
- 11.4 The IIHF has the right to monitor all costs and fees charged by the MNAs in connection with a Transfer and registration/licensing of a Transferred Player. In the event that the IIHF determines that the charged amounts are disproportionate and/or not in accordance with these Regulations, it may refer the matter to the IIHF Disciplinary Board for possible disciplinary action.
- 11.5 All invoices, both IIHF and MNA, must be submitted once per year within 30 days of the IIHF Transfer Deadline indicated in Article 4.7. MNAs must all pay invoices within 30 days of receipt or as indicated in the respective receipt, whichever is longer.
- 11.6 If the Player has never registered before as an ice hockey player or has not been registered for more than fifteen (15) years and has proven his residency for eighteen (18) months in the country of the New MNA as well as the non-registration for more than fifteen (15) years, no costs will be charged for the Transfer.

12. CONFIDENTIALITY AND ACCESS

- 12.1 Member National Associations will keep all data obtained based on their access to the System strictly confidential and will take all reasonable measures and apply the highest degree of care in order to guarantee at all times complete confidentiality. Furthermore, MNAs will access the System and use the confidential information stored on it, exclusively for the purpose of executing Player Transfers in which they are directly involved.
- 12.2 Member National Associations will ensure that only authorized users have access to the System. Furthermore, MNAs will select, instruct and control the authorized users with the highest possible care.
- 12.3 Player data stored on the System is the joint property of the IIHF and the Player's Home MNA, and may not be used for any non-Transfer related purposes without the prior express written consent of the Home MNA and the IIHF.

13. RELEASE OF A PLAYER FOR NATIONAL TEAM GAMES

- 13.1 Unless the respective MNA is required to establish a national player support program for the Transfer of international players and has not done so or a valid outstanding player support compensation payment is due to the respective club from the respective MNA, all club(s), that have a registered Player who is eligible under IIHF Bylaws to play for the national team of an MNA, must, in the event that the Player is selected for one of its representative teams, release him to that MNA, irrespective of age and in accordance with these Regulations, which in this respect includes all Players whether Transferred or not.
- 13.2 This provision is binding for the following games between National Teams:
- a) a total of nine (9) National Team games per league season which take place during the four (4) official IIHF Breaks.
 - b) in addition, any game in a world championship, continental championship, Olympic competition and qualifications to such events; maximum eighteen (18) days for a senior event and twelve (12) days for a junior event.

The period of release shall allow for training time. The extent of this training time shall be as follows:

1. for an international game - 48 hours.
2. for an IIHF Championship Qualification Tournament - 72 hours.
3. for an Olympic Winter Games Qualification Tournament - 72 hours.
4. for an IIHF Championship - 7 days.
5. for an Olympic Winter Games Tournament - 7 days

The club and MNA concerned may agree to extend or to reduce the period of release. In any event, a Player is obliged to arrive at the game venue at least forty-eight (48) hours before the start of the game.

- 13.3 The MNA summoning a Player shall bear the travel costs actually incurred by the Player as a result of this summons.
- 13.4 The MNA summoning the Player shall be responsible for:
- a) the payment of medical and health care insurance during the period which the Player is with the National Team in any specific activity; and
 - b) with respect to MNAs participating in the IIHF Ice Hockey World Championship and the IIHF Ice Hockey World Championship Division I Group A in a given season, during the Official IIHF International Breaks, the payment of a player support compensation to the Player's contracted club in the event the Player misses three (3) or more games as a result of an injury he sustained during,

APPENDIX H1 – IIHF INTERNATIONAL TRANSFER REGULATIONS

and directly related to, his participation with the MNA during the Official IIHF International Breaks. The MNA's player support compensation shall, at a minimum, equal the amount provided by the IIHF to a club per game missed by a Player in the IIHF Player Support Program. Each MNA must issue player support compensation guidelines in accordance with their national law, approved by the IIHF, which a club/player must follow before the MNA is obligated to make the requisite compensation payment.

- 13.5 The IIHF shall act as a final binding arbitrator in the event that a dispute arises between an MNA and a club with respect to whether player support compensation is due. All disputes shall be handled in accordance with Article 2 of Part II of these Regulations (Player Support Compensation Dispute Procedures).
- 13.6 If, according to the IIHF Player Support Program, the IIHF has undertaken to compensate an MNA and/or its clubs for Player injuries, the IIHF will pay such compensation to the extent it has received cover under its relevant insurance policy. If the IIHF executes a payment to an MNA and/or its clubs according to the IIHF Player Support Program, the MNA shall, and shall ensure its clubs will, pay any taxes and duties, and fulfill any reporting and other obligation, that may arise as a consequence of any such payment.
- 13.7 Any Player registered with a club is obliged to respond affirmatively when called upon by the selecting MNA to play for one of its representative teams.
- 13.8 An MNA wishing to summon one of its Players must do so in writing at least twenty- one (21) days before the date of the event for which the Player is required, and shall use its best endeavors to advise clubs as early as possible during the season regarding when Players may be summoned over the course of the season.
- 13.9 An MNA which requests the assistance of the IIHF to obtain the release of a Player may do so only under the following two conditions:
 - a) the MNA with which the Player is registered must have been asked to intervene but without success;
 - b) the case must have been submitted to the IIHF at least fourteen (14) days before the date of the game for which the Player has been summoned.
- 13.10 A Player who is unable to comply with a summons from the selecting MNA owing to injury or sickness shall, if the MNA so requires, agree to undergo a medical examination by a doctor of that MNA's choice.
- 13.11 A Player who has been summoned by his selecting MNA for one of its representative teams shall not be entitled to play for the club with which he

is registered during the period for which he has been released or should have been released.

- 13.12 If a club refuses to release a Player or neglects to do so despite the provisions as specified above, the following sanctions shall be applied:
- a) a fine;
 - b) a caution, censure or suspension of the club concerned.
- 13.13 Any violation by a club of the restriction on playing under Article 13.10 shall be subject to the following sanctions:
- a) all or part of the sanctions mentioned under Article 13.11;
 - b) the MNA to which the club belongs shall declare the game or games, in which the Player took part, forfeited by the club concerned.
- 13.14 If the Player is Transferred to another club, the above obligations shall remain valid for the Player, his new club and the New MNA.
- 13.15 If, upon conclusion of a Transfer a special agreement was approved and signed concerning the release of the Player for games of his national representative team, the said agreement shall be uploaded by the MNA of that National Team to the Player's profile on the System.

II. Appeal Procedures and Disciplinary Provisions

1. APPEAL PROCEDURES

Appeal of Transfer Refusal

- 1.1 A Player has the right to appeal the refusal of his Transfer. All appeal procedures shall be conducted via the System – Appeal Management.
- 1.2 The Player's New MNA, is entitled to appeal the Transfer refusal on behalf of the Player within seven (7) days of receiving a refusal notification from the System. Any such appeal submission must specifically respond to the grounds for the refusal indicated by the Current MNA, and specify the reasons why the Transfer should be approved. The New MNA must upload all relevant documentation/evidence translated into English as part of its submission.
- 1.3 After receiving an appeal notification from the System, the Current MNA shall have seven (7) days to provide a response to the Player's appeal, specifying the reasons why the Transfer should be refused, including uploading onto the System all relevant documentation/evidence translated into English.

APPENDIX H1 – IIHF INTERNATIONAL TRANSFER REGULATIONS

- 1.4 The IIHF shall assess whether it is necessary to provide both the Player's New MNA and the Current MNA the opportunity to make further written submissions or provide further documentation. The IIHF may grant longer deadlines for submitting an appeal or response when it determines that special circumstances exist.
- 1.5 No oral hearings will be conducted. The IIHF will make its decision based on the written arguments and evidence provided by the Current MNA and the Player's New MNA.
- 1.6 The IIHF will approve the Transfer should it ascertain that no reason provided in Part I Article 3.5 of these Regulations exists.

Appeal of IIHF Transfer Decision

- 1.7 Any IIHF Transfer decision may be appealed to the IIHF Disciplinary Board within seven (7) days of the date of the decision. Such decisions shall remain in effect and shall not be stayed pending outcome of the appeal.
- 1.8 A party wishing to appeal the IIHF's Transfer Decision shall submit his appeal brief together with the grounds for such appeal (appellant may object to inaccurate representation of the facts and/or wrong application of the law and/or wrong interpretation of facts/law and/or improper procedures) to the Disciplinary Board, along with CHF 1,000. The IIHF will automatically deduct the CHF 1,000 from an MNA's account if the fee is not paid within 10 days of the start of the appeal procedure.
- 1.9 Once received, the Disciplinary Board shall forward the appeal brief together with the grounds for such appeal to the opposing party. The opposing party shall have seven (7) days in which to provide a response brief to the petition of appeal together with CHF 1,000. If the opposing party does not provide a response brief within the seven (7) days, the Disciplinary Board will make a decision on the appeal without the opposing party's arguments against such appeal.
- 1.10 The Disciplinary Board Procedures shall be conducted in accordance with the IIHF Disciplinary Code.
- 1.11 The Disciplinary Board will refund the CHF 1,000 fee to the winning party. (The Disciplinary Board maintains wide discretion in the refunding of the appeal fee, such that if an original decision is reversed due to a significant amount of new evidence introduced in the appeal brief(s), the Disciplinary Board maintains the right to not refund or refund only a portion of the CHF 1,000 fee.) The Disciplinary Board will not refund the CHF 1,000 to the losing party. The Disciplinary Board will use the losing party's fee to cover the costs associated with the appeal procedure.

Appeal of Disciplinary Board Decision

- 1.12 Decisions of the IIHF Disciplinary Board may be appealed to the Court of Arbitration for Sport in Lausanne (according to IIHF Statutes & Bylaws). Time limits for such appeals shall be in accordance with the Code of Sports-Related Arbitration. The appeal decision shall remain in effect and shall not be stayed pending the outcome of the appeal.

2. PLAYER SUPPORT COMPENSATION DISPUTE PROCEDURES

- 2.1 A club has the right to dispute an MNA's refusal to pay the player support compensation in accordance with Article 13.4(b) of these Transfer Regulations within seven (7) days of receiving the MNA's refusal in writing or within fourteen (14) days of submitting a second reminder to the respective MNA for the player support compensation.
- 2.2 The club shall submit the formal dispute in writing to the IIHF Office. The formal dispute shall specifically respond to the grounds for the refusal indicated by the MNA and the specific reasons why the MNA has an obligation to pay the player support compensation. The club shall submit all documents/evidence in English.
- 2.3 Once the IIHF receives the formal dispute, the IIHF shall provide the respective MNA seven (7) days to provide a response to the formal dispute, specifying the reasons why the player support compensation was refused. The MNA shall submit all documents/evidence in English.
- 2.4 The IIHF will assess whether it is necessary to provide both the club and the MNA the opportunity to make further written submissions or provide further documentation. The IIHF may grant longer deadlines for submitting a formal dispute or response when it determines that special circumstances exist.
- 2.5 No oral hearings will be conducted. The IIHF will make its decision based on the written arguments and evidence provided by the club and the respective MNA.
- 2.6 The IIHF will approve the player support compensation payment should it ascertain that the MNA should have made the respective payment in accordance with these Transfer Regulations and the MNA's player support compensation guidelines.

3. DISCIPLINARY PROVISIONS

- 3.1 Any breach of these Regulations, related IIHF Bylaw provisions, and/or Guideline provisions, may be reported to the IIHF Disciplinary Board for possible disciplinary action.
- 3.2 Any party deemed by the IIHF to have raised an unsubstantiated objection to a Transfer may be referred to the Disciplinary Board for possible sanction.
- 3.3 Notwithstanding any contrary provisions of the IIHF Disciplinary Code, the IIHF Disciplinary Board is entitled to commence a proceeding and pronounce sanctions against any party which is under the jurisdiction of the IIHF and has committed a breach of these Regulations, related IIHF Bylaws and/or Guidelines.
- 3.4 All disciplinary proceedings shall be conducted in accordance with the IIHF Disciplinary Code.
- 3.5 If a Player plays in a New MNA without obtaining an approved Transfer, the following will apply:
 - The IIHF shall sanction the New MNA of the Player with a fine of CHF 5,000, and will request that the MNA advise the club that the Player must stop playing until he obtains a Transfer. The MNA shall have the right to appeal the IIHF's decision to the Disciplinary Board within seven (7) days of that decision.
 - Should the Player continue to play without an approved Transfer, the matter will be submitted to the IIHF Disciplinary Board. The following sanctions shall be applied by the IIHF Disciplinary Board:
 - Member National Association: Fine of minimum CHF 5,000 and up to CHF 150'000 (maximum) per game the Player played without an approved Transfer since the IIHF General Secretary's intervention.
 - Club: Ban on Transfers (during Transfer period) for a minimum of three (3) months and up to twenty-four (24) months (maximum).
 - Player: Suspension from IIHF Competitions for a minimum of one (1) year and up to three (3) years (maximum).

In exceptional circumstances, the IIHF Disciplinary Board may abstain from sanctioning any party.

4. BREACH OF PROFESSIONAL PLAYER CONTRACTS

- 4.1 Sporting sanctions shall be imposed on Players found to be in breach of Professional Player Contract.

The sanction shall be a four (4) month suspension on playing in official national and international games during playing periods. These sporting sanctions shall take effect from the date as directed by the IIHF in its communication. In the case of aggravating circumstances, the IIHF may decide upon further disciplinary measures. The total period of suspension shall never exceed six (6) months of playing periods.

If a Player is found in breach of a Professional Player Contract, he must either: (a) go back to his former club, or (b) obtain a release from his former club. If neither action is taken within two (2) weeks, sporting sanctions will take effect. The two (2) week time period starts to run from the date of the decision determining that a breach of the Professional Player Contract has occurred.

- 4.2 The IIHF shall impose a one season ban on Transfers for any club found to have induced a breach of a Professional Player Contract. It shall be presumed, unless established to the contrary, that any club signing a Player who has breached his Professional Player Contract has induced that Player to commit a breach. The period of ban shall commence on the day the IIHF communicates its decision and last until the same date of the following season. In the case of aggravating circumstances, the IIHF may decide upon further disciplinary measures.
- 4.3 Any person or body subject to the IIHF Statutes & Bylaws and Regulations who acts in a manner designed to induce a breach of a Professional Player Contract between a Player and a club in order to facilitate the Transfer of the Player shall be subject to disciplinary measures by the IIHF Disciplinary Board.
- 4.4 These Regulations do not prevent any party from seeking appropriate compensation and other remedies before a competent body (such as civil courts or arbitration panels).

5. ENFORCEMENT

Any sanction against Players or clubs which cannot be enforced due to the fact that a Player or club has joined a Non-Member Organization shall be enforced at the time when the Player or club wishes to return to an MNA.

Unlimited Transfer Request

This note explains the player's rights and responsibilities when planning to transfer from one country to the national association of another country. It should be read carefully and must be signed by the player before the International Transfer can be processed and must be uploaded to the online transfer system when requesting the transfer.

The choices the player has to make:

1. The player has the option to choose the basis on which he is transferred – limited or unlimited and this would be indicated in the transfer request made in the Online Transfer System
 - 1.1 A limited transfer means that the player transfers temporarily to a specific club under the jurisdiction of the “new” National Association but automatically returns to the former Member National Association when the transfer expires. During the period of the temporary transfer he may still call upon his former Member National Association for support. A limited transfer cannot be limited to less than the period of the player's firm contract with his new club.
 - 1.2 An unlimited transfer means that the player transfers permanently to the jurisdiction of the “new” National Association and ceases to have any connection with, or the option to ask for support from the former Member National Association. If the player wishes to play in the territory of any other National Association including returning to his former Member National Association, he will require a new transfer and be responsible for all associated service charges.
2. There are financial implications depending on the choice the player makes – to transfer on a limited or unlimited basis.
 - 2.1 Before processing the transfer the IIHF requires both involved clubs and respective National Associations to carry out certain research designed to protect both the player and the clubs involved. National Associations may charge for this service up to a maximum of 500 CHF, except for the transfer of players under the age of 18 (IIHF International Transfer Regulation Section I Article 5) The IIHF will charge an administrative fee to process the transfer within the online system. The player is responsible for paying these service charges.
 - 2.2 A player who elects to transfer on a limited basis will revert to the jurisdiction of his former Member National Association once the limited period has expired without incurring any service charges at that time.

APPENDIX H1 – IIHF INTERNATIONAL TRANSFER REGULATIONS

2.3 A player who elects to transfer on an unlimited basis but then later wishes to revert to the jurisdiction of his former or another Member National Association will have to initiate the transfer procedure as described in 2.1 above and will be responsible for the associated service charges.

3. Other considerations - Before electing to transfer on a limited or unlimited basis you should consider the following:

- It is usual practice for the club to which the player is going to play to pay, or for the player to negotiate his contract on the basis that the club will pay all the service charges. The player should make sure of the position before signing his contract otherwise he will be responsible for the service charges.
- The player may feel more at ease by preserving the link with the former Member National Association. If so, and, if having transferred to a “new” National Association on a limited basis and even in the knowledge that he will be renewing his contract with the same club or staying in the same country, he may elect to transfer for consecutive seasons on limited transfers.
- The player should contact his former Member National Association in order to discuss the consequences that an unlimited transfer may have.

I warrant that I have read and understood the choices open to me and that I have had the opportunity to take independent advice in connection therewith, and, I hereby confirm that I wish to transfer from the National Association of

_____ to the National Association of

_____ on an unlimited International Transfer.

Name in full (please print) _____

Signature _____ Place and Date _____

Witnessed by (Name, Date and Signature):

APPENDIX H2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

THIS AGREEMENT made and entered into this 25th day of June 2015 by and between:

USA Hockey, Inc., a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in the United States of America, with its principal place of business located at 1775 Bob Johnson Drive, in the City of Colorado Springs, Colorado, 80906-4090 (hereinafter to be referred to as "USAH");

Hockey Canada, a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in Canada, with its principal place of business located at 151 Canada Olympic Road SW, Suite 201, Calgary AB, T3B 6B7 (hereinafter to be referred to as "HC"); and

Canadian Hockey League, a League of major junior Teams/Players, divided into three (3) separate divisions, with its principal place of business located at 305 Milner Ave., Suite 201, Scarborough, Ontario, M1B 3V4, Canada, (hereinafter to be referred to as the "CHL"), for and in consideration of the mutual covenants and agreements herein contained, the parties hereby mutually covenant and agree as follows.

WHEREAS, USAH and HC are two Member Federations of the International Ice Hockey Federation (I.I.H.F.) that share a common border in North America, each with Member Teams/Leagues on either side of that common border;

WHEREAS, the CHL is recognized in both Federations as a Major Junior League, operating in three Divisions and including Teams on either side of the common border;

WHEREAS, Players are constantly moving across the common border within and between Federations, Leagues and Teams, which movement all parties acknowledge should be reported, recorded, and approved by the respective Federations, all as is required by the Rules and Regulations of the I.I.H.F.

WHEREAS, the best interests of the athletes, Teams, Leagues, and the parties to this Agreement are best served by the adoption of the process whereby this movement can be facilitated, while respecting both the rights of and the responsibilities to the participating athletes, as well as the Teams, Leagues and Federations involved; and

WHEREAS, the parties hereto have reached agreement on the process for the movement of participating Players and now wish to reduce that agreement to written form.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties, hereto, hereby mutually covenant and agree as follows:

ARTICLE I – APPLICABILITY

Unless otherwise provided for in this Agreement, the provisions contained herein shall apply to and govern the movement of any and all eligible, Players between the Teams/Leagues who are members of and/or sanctioned by any party to this Agreement. The principle responsibility for the enforcement and administration of the terms and provisions of this Agreement shall rest upon the Federations involved, through the process provided herein.

ARTICLE II– PLAYER ELIGIBILITY

A. GENERAL STATEMENT OF PRINCIPLE

The eligibility and qualifications of the Player must first be determined before the authorized movement of any eligible Player(s) can occur by and between Teams/Leagues who are members of or sanctioned by the Federations who are signatory to this Agreement. The movement of eligible Players shall require and be based upon a properly completed, duly executed, Release from the Player’s Outgoing Team; a properly completed Transfer from the Outgoing Federation; and payment of sums due for the Release and/or Transfer or the completion of satisfactory arrangements therefore, unless otherwise provided herein. Persons who do not qualify as “eligible Players”, as defined herein, do not require a Release payment to or a Release from any outgoing Team but still require a transfer from the Outgoing Federation, which transfer shall not be unreasonably withheld.

B. INELIGIBLE PLAYERS

The following Players shall be considered ineligible for transfer to another Federation under this Agreement and shall not be eligible to participate in any try-out, practice, regular Season game competition, or Team function, until the Transfer shall have been issued by the Outgoing Federation, or agreed arrangements are in process therefore.

1. Players under Disciplinary Suspension For Actions During a Game

Any Player who is under a disciplinary suspension for a game or League violation, imposed prior to and unrelated to that Player’s departure from their Outgoing Team/League/Federation, can sign a Try-Out Notice but can not complete the transfer process until the Incoming Team/League/Federation shall require the suspension to be served in its entirety per the terms established by the outgoing Team/League/Federation. Provided, however, that the enforcement shall be dependant upon the Player being afforded a right of appeal by his Team/League/Association/Federation, and all appeal processes in place shall have been exhausted, or the Player has failed

APPENDIX H2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

to file an appropriate appeal contesting the suspension on a timely basis, within the time limits as prescribed by the appropriate Team/League/Association/Federation. The foregoing shall, in addition, be subject to the terms and provision of Article VI – Dispute Resolution Process, of this Agreement.

2.Players Under Suspension – Other than For Actions During a Game

Any Player who has been disciplined by his Team for an act or an omission that is not a result of actions on the ice, and placed under suspension, shall be entitled to be treated in accordance with the existing Rules of Appeal, as adopted by the Player's Outgoing Team, League, Association, and/or Federation. The Player shall be notified of the suspension in writing by his Team, which notice shall identify the reason for his suspension, and shall advise the Player of the appeal process that is available to him to dispute the suspension. Any appeal process shall, at the minimum, entitle the Player to a hearing notice of the hearing date, place and time; advise the Player that he has the right to be represented by Counsel; give the Player an opportunity to make a full presentation to the appeal body; the provision of an impartial hearing panel or third party to whom the appeal is to be presented, and that the Player has the right to cross-examine any witnesses called by the charging party.

It is possible that the Player may have an appeal to his Team, to the League in which he plays, and/or to his National Federation, and the Player will have to exhaust all appeals available to him prior to applying for a transfer to the incoming Federation. Such appeals shall be conducted within the procedure and timelines as adopted and provided in the Constitutions/By-Laws/Regulations of the Outgoing Team's League, Member, Association, Affiliate, District and/or Federation. Any adjournment or continuance of any Hearing, or the date thereof, at any level shall require the Player's written consent.

Prior to the Incoming Federation accepting the transfer, it shall satisfy itself that all appeals have been exhausted on a timely basis in the Outgoing Federation, and that the appeals have been conducted in accordance with the provisions required as contained herein.

The Incoming Federation shall obtain information from the Player, the former Team, the former League, and determine whether the Player should be declared eligible to participate, and when. Prior to the Player participating in any regular Season competition, the Incoming Federation shall first obtain the concurrence of the Outgoing Federation regarding the date on which the Player shall be allowed to participate in regular Season competition.

In the event that the Outgoing Federation fails to provide its consent, then the matter shall be referred to the Dispute Resolution Process (see Article VI) and the decision reached by use of the process provided herein shall be final and binding.

3. Players with Delinquent Economic Responsibilities

No Player shall be transferred by any Team or Federation to the other who has not made satisfactory arrangements/payment for any and all delinquent obligations owed by that Player to their former Outgoing Team/League before they leave that Team/League and Federation.

4. Players With Medical Disabilities

Any Player with a medical disability, which in the opinion of his treating physician shall extend beyond the current Season, shall be ineligible for transfer between Teams and Federations. Any Player or interested incoming Team may challenge the treating physician's opinion by securing, at their own expense, an independent, medical evaluation of the Player's medical disability by a qualified medical physician skilled in the field of medical care required by the disability (e.g. orthopedic surgeon for broken bones, neurologists/neuro surgeon for head concussions, etc.). Should the independent medical examiner's report dispute the findings and opinion of the treating physician and authorize the disabled Player to return to competition before the end of the current regular Season, the Player shall be free to move to the incoming Team and return to competition upon payment to the Outgoing Team of the applicable amount set forth in the schedule for pre-Season movement. Should the Outgoing Team dispute the findings of the Player's Medical Evaluation, the Player shall submit to further medical examination by a qualified medical physician (as defined above) as may be agreed by and between the parties. If the parties shall fail to agree, then the Chief Medical Officers of each Federation shall jointly select a qualified, reasonably convenient, and available Medical Physician to perform the Independent Medical Examination of the Player. Once the Independent Medical Examiner is selected, each party shall immediately forward a copy of their examining physician's report, including copies of x-rays, and all test reports upon which their examiner relied. The medical exam of the Player shall then be scheduled as soon as possible, at the Appealing Team's expense. A copy of the Independent Medical Examiner's Written Report shall be forwarded contemporaneously to both the Appealing Team and the Player or his designated representative. If the Independent Medical Examiner confirms the Player's medical condition as reported by the Player's Medical Examiner, the Player movement shall be confirmed. Should the Independent Examiner confirm the Outgoing Team's Examiner report, then the Player shall be immediately ineligible to continue competition for the Incoming Team and the Player shall be returned to the Outgoing Team's Medical Suspension List. The Outgoing Team shall refund the payment made by the Incoming Team, less any expense incurred by the Outgoing Team to secure the Independent Medical Evaluation. Any disputes arising during this process shall be referred to the Appeals Committee, pursuant to the process set forth in Article VI of this Agreement.

C. PLAYERS WHO ARE INVOLUNTARILY MOVED

1. All Teams/Players Other Than CHL Teams/Players

Any properly Released and transferred Player who is subsequently and involuntarily traded to another Team within the Incoming Federation, must comply with the trade and then complete the Trade Consent Form accepting the trade, or refuse the trade, and complete the Trade Refusal Form. The Consent/Refusal Forms shall be filed with the Incoming Federation, with a copy also forwarded to the Outgoing Federation, within ten (10) days after the trade/movement is finalized or if not filed, the Player will be deemed to have refused the trade/movement. By refusing the trade, the Release and transfer of the Player is revoked and the Player may return to compete in his Outgoing Federation. Copies of the completed Trade Consent/Refusal Form(s) shall be forwarded by facsimile (fax) transmission or such other electronic means as may be agreed between the Federations.

Within five (5) days from the filing of the Trade Consent/Refusal Form(s), the Player who refuses the trade must return to the Outgoing registered Team on whose roster he last appeared, if he has remaining eligibility at that age level. If the Player no longer has age eligibility to play for that Team, or if the Player's previous Team fails to make arrangements to re-roster the Player within the five (5) day period set forth above, the Player shall then become a free agent. The Player movement provided for herein shall be subject, however, to the restrictions set forth in Article II, paragraph A, above.

2. CHL Team(s)/Player(s)

It is agreed that CHL Teams are considered the highest level of non-professional competition in Canada, administrated as a development program under the auspices of Hockey Canada in a member League of the CHL. Players with this program agree to participate in a member League of CHL and with a CHL Team by signing a Player agreement, the form of which agreement for each member League is prescribed by each such member League of CHL. Further, by signing an agreement with a CHL member Team, the Player agrees to be bound by the terms of that agreement, including its termination and transfer provisions.

In summary, if the Player executes the CHL agreement in accordance with the terms set forth above, the Player shall be bound thereby and he shall forfeit the opportunity to exercise rights contained in this Agreement, including, but without limiting the generality of the foregoing, Article III-Transfers Timelines and Article VI-Dispute Resolution for as long as such CHL Agreement remains in effect.

3. National Team Development Program

It is agreed that NTDP is considered a development program administrated directly under USA Hockey and Players with this program agree to participate with NTDP and the NTDP Teams by signing a federation Player agreement. Further, by signing an agreement with NTDP, the Player agrees to be bound by the terms of that agreement, including its termination and transfer provisions.

In summary, if the Player executes the NTDP agreement, the Player shall be bound thereby, and he shall forfeit the opportunity to exercise rights contained in this Agreement, including, but without limiting the generality of the foregoing, Article III Transfers Timelines and Article VI-Dispute Resolution for as long as such NTDP Agreement remains in effect.

D. PAYMENT OF FEES

In addition to Article II, Paragraph A, above, no Player shall be eligible for competition under the jurisdiction of the three parties to this Agreement, unless, and until all required fees, both transfer and Release, have been paid or satisfactory arrangements made therefore, as provided herein.

E. 16 YEAR OLD PLAYER, TRANSFERRING FROM USAH TO THE CHL OR PARTICIPATING AS AN AFFILIATE PLAYER IN THE CHL

In the event that a 16 year old Player wishes to transfer to the CHL from USAH, or participate as an Affiliate Player, that Player shall be required to complete the USA Hockey Parental Consent form, along with the standard transfer form and standard Player Release or Player affiliation consent form. The consent form must be received ten (10) days prior to approving the USAH/HC transfer form or participating as an Affiliate Player.

Upon completion of the Parental consent form, the completed form shall be forwarded to USAH, which shall review and forward a copy of the signed form to HC.

Upon receipt of the signed form, HC shall provide a copy of same to CHL for distribution to the Incoming Team.

Prior to the Player being eligible to compete for the Incoming Team, the Player must be eligible for competition by all the terms of the within Agreement. The execution of the consent form alone does not provide any authority for the Player to participate.

In the event that the Player is unable to complete the consent form, that Player is not eligible to utilize the provisions of Article VI – Dispute Resolution. In the event that a consent form is signed, then the Player shall be entitled to use the provisions of Article VI as provided in the within Agreement.

ARTICLE III –TIMELINES

All new eligible Player transfers must be executed between June 1 and February 10 in each playing Season. However, no new transfers will be permitted between December 23 and January 2 during each playing Season, in order to ensure that Players are not required to relocate during the holiday Season.

A. TRY-OUT PERIOD – THE END OF PREVIOUS REGULAR SEASON THROUGH THE COMMENCEMENT OF THE NEXT REGULAR SEASON

1. Time for Contact With Players

a. Recruitment

From and after February 10, of the current playing Season, Team rosters are frozen until the end of the Player’s current regular League Season, and Teams are not permitted to commence the process of contacting any outgoing Players until that time. If a Player’s Team has been eliminated from further play during the current Season by the Team’s elimination from or non-qualification for the play-offs, any communication with such a Player shall not be considered tampering. Unauthorised contact between a Team and any outgoing Player in which the Team is interested prior to the end of the Player’s current regular Season shall be considered tampering.

Member Teams may file a dispute with their domestic federation in the event there is an issue of tampering. The member Team shall be eligible to utilize the provisions of Article VI – Dispute Resolution Process.

b. Try-out Evaluations

After completion of the Player’s current Season, or April 1, whichever shall last occur, a “try-out” period is designed to initiate the transfer process between Teams in both Federations. An Incoming Team may avoid tampering charges/ consequences, in either Federation, by completing and filing a Try-Out Notice prior to allowing the incoming Player to try-out for a domestic Team.

The parties to this Agreement specifically agree that any Player registered with USAH who is fifteen years old as of December 31 of the calendar year in which the “try out” period occurs shall be permitted to attend one or more tryout camp(s) with one or more CHL Team(s) provided that he follows the procedure set out in this Agreement.

The procedure and significance of the Try-Out Notice is as follows:

i. Try-Out Notice

The Try-Out Notice is a form prepared by the incoming Team, which shall be filed at the appropriate time when an incoming Player desires to compete for a roster spot on an incoming Junior Hockey Team. The Try-Out Notice must be signed by the incoming Player, an Official of the Incoming Team, and forwarded to the Incoming Federation. The incoming Team is responsible for insuring that the form is correctly completed. A Try-Out Notice shall be filed for each Team whose camp a Player attends.

Once the try-out notice is correctly completed, the incoming Team will file the Try-Out notice with the incoming Federation and the incoming Player shall then be permitted to participate, on a Try-Out basis, with the incoming Team. It shall be the responsibility of the outgoing Federation to make sure that a copy of the Try-Out Notice is also sent to the outgoing Team on whose roster the Player currently appears in his outgoing Federation. The appropriate place to file the Try-Out Notice is with the Manager, Regulations, of HC and the International Department of USAH. The Try-Out Notice expires at midnight preceding the day of the incoming Team's first regularly scheduled League game of the current Season, as that schedule has been forwarded to and placed on file with the Team's National Federation, and no Player can be placed on a Try-Out Notice after that date by any incoming Team.

Release/Transfer Fees are not required to be paid until such time as the incoming/Try-Out Team proceeds with a full Transfer Application.

Release Fees, which are to be paid or agreed during the Try-out period, shall be calculated subject to the provisions of in Article IV – Compensation – Release and Transfer Fees.

ii. Mandatory Filings

The filing of a Try-Out Notice shall be mandatory from end of regular Season (including play-offs, if any), up to and including midnight preceding the incoming Team's first regularly scheduled League game of the current playing Season, and may not be used/filed thereafter by the incoming Team. After an incoming Team is in its Active Roster Period, meaning any time after midnight preceding the date of the Team's first regularly scheduled League game, the incoming Team shall be prohibited from filing a Try-Out Notice for any Player who would need to transfer Federations. The only method for any Team, incoming or outgoing, who is in its Active Roster period to obtain a Player for its Active Roster would be to obtain a consensual negotiated Release from the Player's current Team.

APPENDIX H2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

iii. Eligibility

Any Player for whom a Try-Out Notice has been properly filed shall be eligible to be placed on a Team's Active Roster and be immediately eligible to compete if the placement on the Active Roster occurs on or before the incoming Team's first regularly scheduled League game of the current playing Season and the Release payment, or satisfactory arrangements for payment, is made before the Player enters competition for the Team in the incoming Federation.

During the Try-Out Period, the Release payment may be as agreed between the outgoing and incoming Teams, in which case a Release must be executed by the Outgoing Team upon receipt of the payment. If payment is not agreed between the Teams, the incoming Team may secure the Release of an incoming Player paying the maximum amount as provided in Article IV – Compensation – Release and Transfer Fees.

iv. Try-Out Notice Expiration

The Try-Out Notice shall expire at midnight preceding the day of the incoming Team's first regularly scheduled League game of the current playing Season. Any Player who is not moved to the Active Roster on or before that time and date, shall not be entitled to immediate eligibility for competition pursuant to the procedures set forth above. Rather, as noted above, that Player will have to await agreement on the Team Release; payment of the amount due, and/or satisfactory arrangements for the Release Payment; the commencement of the processing for the necessary Federation Transfers; and payment of the fees due to commence that process; before the Player shall be eligible to compete.

For reasons set forth herein, again, it is most advisable to file a Try-Out Notice for every incoming Player who competes for a position on an Incoming Team in order to secure, for that Player and his incoming Team, immediate eligibility for competition when adding the Player to the Active Roster prior to the incoming Team's first regularly scheduled League game of the current playing Season.

B. ACTIVE ROSTER PERIOD – FROM THE TEAM'S FIRST REGULARLY SCHEDULED SEASON GAME THROUGH JANUARY 10/JANUARY 15

A certified Active Roster and Game Schedule must be submitted by each Member Junior Team to its Federation on or before the 1st regularly scheduled Season game of the current playing Season. This submission shall be on a standard form designed to clearly indicate the number of incoming Imports from any Federation who is a party to this Agreement and the date, time, and location of all games in which the Team intends to compete during the current League Season.

APPENDIX H2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

Players who appear on an Active Roster after midnight preceding the date of the first regularly scheduled game of the current playing Season and have participated in current Season competition shall only be permitted to transfer with the consent and agreement of that Player's Team. The payment schedule as set forth in Article IV shall not be applicable to any consensual movement. In the event that Teams fail to reach an agreement on a Release fee, then the Player shall not be permitted to transfer, and shall be denied access to Article VI-Dispute Resolution Process and the process/provisions contained therein.

During the Active Roster Period, Release fees, as agreed between the Teams, must be paid in full, or satisfactory arrangements made therefore, before the Player shall be eligible to practice or compete for the incoming Team during the current playing Season (including play-offs). Failure to remit payment in full, or as agreed, for the Player's Release renders the involved Player immediately ineligible to participate as an active roster Player for the delinquent incoming Team.

Upon receipt of the applicable Release fees, the playing rights of the involved Player shall remain with the new incoming Team/Federation for the Player's remaining eligibility and, as such, any movement to a Team within the incoming Federation shall be regulated solely by that Federation. If at any time the Player is involuntarily moved to another Team within the incoming Federation, he shall fall under the forfeiture provisions of this Agreement (See Article II, Paragraph (B) above) and should he refuse to consent to the trade, he shall be authorized to return to the last registered Team on which he was rostered in his outgoing Federation, at his option.

Each Federation shall be entitled to make Regulations concerning which Team the Player would return to in the event that involuntary movement provisions of Article II above applies.

C. FROZEN ROSTER – JANUARY 10 TO END OF SEASON

1. Movement Between Junior Teams Prohibited

No movement of Junior Players between registered Junior Teams shall be allowed between either Federation from and after midnight on the 10th day of January of the current playing Season. Players' dropped/Released, as of January 10 of the current playing Season, may be rostered on another Junior Team up to and including February 10 of the current playing Season.

2. Frozen Roster Date – February 10th

All rosters shall be frozen at midnight on the 10th day of February, of the current Season in both Federations and there shall be no changes allowed thereafter for the remainder of the Season.

D. PAYMENTS/DEPOSITS

1. Release Fees/Deposits

All payments of Release fees shall be paid directly by the incoming Team to the Player's outgoing Team, as directed in Article IV, except for CHL Teams. Release payments to CHL Teams should be paid to the CHL Office concerned which will in turn send the payment to the Team.

2. Transfer Fees

a. Initial Transfer

All transfer fees due each Federation for an initial Transfer of a Player to a Member Team in another Federation shall be paid directly to the outgoing Federation, for division, by it, between the Federations involved.

b. Renewal Transfer

There shall be no fee due for a renewal transfer in a Player's second and subsequent years either to the outgoing or incoming Federation(s) if the Renewal Transfer is applied for on or before the first day of August prior to the regular League Season for which it is applicable. There will be no extensions to file a renewal transfer with no fee beyond the first day of August. Should a renewal transfer be filed after the first day of August the applicable transfer fee will be applied.

E. TRANSFER EXPIRATION

All Player transfers shall expire at the end of the current playing Season. Transfers may be renewed, however, in subsequent years without payment of additional transfer fees or Release payments (See Article III– Transfer Timelines. Paragraph D – Payments/Deposits). Upon condition that the Renewal Transfer shall be filed with the Incoming Federation on or before the first day of August prior to the regular League Season for which it is applicable.

ARTICLE IV– COMPENSATION – RELEASE AND TRANSFER FEES

Payments due to complete the Transfer/Release of Players between the Federations are hereinafter set forth or provided for herein:

A. TRANSFERS

1. Procedure

In order to properly apply for a Player Transfer between the two Federations, a Player Transfer Form (a standard form developed for this purpose) shall be properly completed. The applicant incoming Team shall then also enclose the Player Release from the Player's outgoing Team, and the Transfer Fees due the Federations to complete the Player Transfer, and forward all these documents to its outgoing Federation, (See Article III– Transfer Timelines. Paragraph D – Payments/Deposits.)

2. Fees

Transfer Fees due the respective Federations shall be established by each Federation and the amount due each Federation shall accompany the Transfer Application for each Player to be transferred. Transfer fees shall not be due for renewal transfers in the second and subsequent years where the Player is returning to the incoming Team on whose roster he appeared at the end of the previous Season. Each Team shall file renewal transfers for all incoming, returning Players on or before August 1 of each succeeding year in order to be eligible for the renewal Transfer without payment of any further fee. A full Transfer Fee to both Federations shall be paid for all new Transfers completed after June 1 and for those renewal transfers completed after August 1.

B. RELEASES

1. Scheduled Values

Release Payments due for outgoing Players between the end of the previous regular Season (including play-offs, if any) shall be due to the outgoing Team prior to the first regularly scheduled League game for the incoming Team shall not exceed the appropriate amount shown on the table below.

APPENDIX H2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

Category	TRY-OUT PERIOD (US FUNDS)
	Team
CHL	5,000.00
NTDP/USHL - Canadian Junior A	4,000.00
USAH TIER II - JUNIOR A and CANADIAN JUNIOR B	2,000.00
All Other Junior Players	1,500.00
*All Remaining Players	750.00

*Any Player moving to a Junior Team on a permanent basis.

Notwithstanding the foregoing, any Player for whom a Release Fee has not been paid, shall be able to return to competition in his Home Federation without the requirement that a Release fee be paid.

Each Federation shall be responsible to identify Leagues within their jurisdiction that operate in the various categories/classifications listed in Article IV – Compensation – Release and Transfer Fees.

2. Release Payments

Release Payments shall be sufficient if in the correct amount and forwarded to the outgoing Team entitled thereto by courier, wire transfer, personal hand delivery, etc, or any other manner designed to deliver the payment within no more than seven (7) days following its forwarding. A copy of the payment document shall be filed with the incoming League office. All Release payments, or satisfactory arrangements therefore, shall be made by the incoming Team prior to the first regularly scheduled League game of the current Season, of the incoming Team pursuant to the schedule set forth above.

3. Monetary Values

All payments shall be in US Funds or in Canadian Funds of equivalent value.

4. Releases

Player Releases, on a standard form developed for that purpose, shall be executed and returned by facsimile transmission to the incoming Team within twenty-four (24) hours of the receipt of the Release payment. A copy of the duly executed Player Release shall accompany the Transfer Application, as provided above.

5. End of Season

a. Exhaustion of Eligibility in Junior Hockey

Any junior Player who has exhausted their eligibility in the age classification in which they competed during the previous Season, shall be free, without restriction or Team Release to return to their outgoing Federation.

b. Players with Remaining Eligibility Returning to His Incoming Team

Any junior Player in their second and/or subsequent year(s) of competition in an incoming Federation, shall be required to secure a renewal transfer, only, without the requirement to secure a Release, and without the payment of any fee for the renewal transfer. A renewal transfer for incoming, returning Players shall be filed with the Team's Home Federation on or before August 1 in order to be eligible for the Transfer without further payment of any fees.

c. Players with Remaining Eligibility who are Returning to Their Outgoing Federation.

Any junior Player with remaining eligibility who desires to return to their outgoing Federation, shall be required to secure a Release from his current incoming Team, pursuant to the terms and provisions of this Agreement.

6. Immediate Eligibility

All Players wishing to transfer to the incoming Federation during the Try-out period shall be immediately eligible to participate, upon the appropriate Release payment being paid in full to the outgoing Team. Any Player wishing to transfer after competing in a current Season, regularly scheduled, League game for the Team on whose roster he currently appears shall be ineligible to participate in the incoming Federation until the Release payment is agreed upon, payment therefore is in process (See Article III – Time Lines. Paragraph D – Payments/Deposits), and the transfer process is initiated with the incoming Federation.

7. Players Released from NCAA with remaining junior eligibility

Players, with remaining junior eligibility, who wish to transfer from a NCAA program are required to secure a Release from the previous outgoing Team should movement take place during the first Season of participation on the NCAA Team. Release payment will be based upon the scheduled values listed in the chart (not Team to Team negotiation). Should a Player complete a full Season of NCAA and wish to transfer in the subsequent Season, a Release would not be required from the previous outgoing Team.

This provision does not apply to Players who go directly to NCAA from the USA Hockey National Team Development Program (NTDP).

C. FEDERATION GUARANTEE

The payment of all sums due from the Teams, as set forth herein, shall be guaranteed by the respective Federation of which the incoming Team is a member.

ARTICLE V– AFFILIATED PLAYERS

Youth or Junior Players competing within the programs of the two signatory Federations, shall be entitled to temporarily Affiliate with Junior Teams, subject to the following terms and conditions:

A. DESIGNATION

The eligible junior Teams shall select no more than six (6) Affiliated Players, with one (1) additional replacement allowed. A written list of a Team's Affiliated Players shall be filed with the Team's Domestic Federation on or before November 1, or before the first game in which the Affiliated Player participates, whichever shall first occur. Any duplicate claims shall be resolved by awarding the Player to the Team for whom the Player first plays a game. An Affiliated Player may only play for one (1) Team per Federation, during the current playing Season.

USAH and HC shall provide a copy of the Team's Affiliated Players lists filed with the respective Federation in accordance with the terms of the within Agreement to its counterpart Federation no later than November 15 of each Season.

Notwithstanding the above, a Junior Team from an Incoming Federation that releases a player back to a team in a lower Division or Category in his Outgoing Federation between November 1 and January 10, shall be permitted to add that player to its written affiliation list if it has less than the maximum number of players on that list, or removes another player from that list to make room for him. Under no circumstances shall a Team have more than the permitted number of Affiliated Players on its list at any time. Any Team adding an Affiliated Player after November 1 shall immediately notify its Domestic Federation, and that Federation shall notify its counterpart Federation within seven (7) days. Any player removed from an Affiliate Player list after November 1 must remain off that list for the remainder of the season.

B. TIME PERIOD OF ELIGIBILITY

The Players listed shall be eligible to be invited to compete for the Affiliated Team from the start of the regular Season to December 31 of the current playing Season unless extended by the voluntary agreement of both affected Teams. During this period, the Players will remain duly rostered on their domestic Team and eligible to compete for their domestic Team when not competing for their Affiliated Junior Team. No Affiliated Player shall play more than six (6) games for the Junior Team. Games played as an Affiliate Player between December 11 and January 6 shall not count towards the six (6) game maximum.

C. CONSENT

Before an Affiliated Player can be eligible to compete for his Affiliated Junior Team, the Affiliated Junior Team must complete a standard consent form to secure the approval of the General Manager or the Coach of the Player's domestic Team; and the Player's Parents, approving his participation in the Affiliation Program, and the terms thereof. The Player's Parent must also acknowledge, in writing that they understand the effect that this competition/affiliation may have on the Player's NCAA eligibility. The approval must also indicate the number of games the Player may play with the Affiliated Team. The domestic Team's Coach has the right to veto the use of an Affiliated Player, at any time, should it affect the domestic Team's schedule.

A copy of the consent form shall be provided to the Federation where the Team wishing to use the Player as an Affiliate is registered by fax or electronic transfer prior to the Player being eligible for participation as an Affiliate Player.

This Federation shall ensure that the other Federation receives a copy of the consent form by fax or electronic transfer within 1 business day of receipt of the form.

D. INSURANCE

During competition/practice, etc., for the Affiliated Team, the Affiliated Player shall be covered and protected by insurance provided by the Affiliated Team's Federation Insurance Program.

E. REPORTS

All use of Affiliated Players shall be reported, in writing to the domestic Federation of both the Player and the Team. Within 30 days of the conclusion of the regular Season, each League shall provide a list of all Players who have played as Affiliate Players which have been authorized by the provisions herein.

The report shall include the name of the Player, the name of his registered Team, the name of the Team he Affiliated with, and the number of games played as provided herein.

The report shall be signed by the authorized signatory of the League, and shall be forwarded to its Domestic Federation.

USAH and HC shall provide a copy of the filed reports to its counterpart Federation within 15 days of receipt.

ARTICLE VI– DISPUTE RESOLUTION PROCESS

In the event of a dispute arising under this Agreement, an Appeal must be properly and timely filed, and thereafter, the following process shall govern and control the rights and duties of the various parties.

The Dispute Resolution Process shall be available for Transfer/Release disputes, as well as tampering charges.

Section 1 shall apply to all Transfer/Release disputes, and Section II, shall be utilized for all Tampering charges which shall be reference incorporate all of Section 1, except the noted changes for Tampering Charges.

SECTION I – TRANSFER/RELEASE DISPUTES

A. JURISDICTION

1. Scope

The Appeals Committee shall have original jurisdiction over all disputes arising under this Agreement, only.

2. Status Pending Appeal

The status of the issue shall remain as supported by the current registration records until modified, if at all, by the decision of the Appeals Committee.

B. APPEALS COMMITTEE

1. Membership

Each Federation, USAH and HC, shall annually appoint a representative to the Appeals Committee who shall serve as the Co-Chairs of that Committee. In addition, each Federation shall appoint a second member to serve on each arbitration panel. The Chair for a particular appeal shall be the Co-Chair representing the Outgoing Federation.

2. Voting

Each Member of the Arbitration Panel shall be entitled to one (1) vote. In the event of a tie, the Chair of that particular panel shall cast a second and deciding ballot.

C. APPELLATE PROCESS

1. Filing an Appeal

A Team desiring to file an appeal shall do so, in writing, by notifying the Team's Federation Co-Chair of the Appeals Committee. The notice and appeal shall be sufficient if it includes the following:

a. Statement of Dispute

A clear, concise statement of the Dispute, in writing, referencing the portions of this Agreement in dispute, shall accompany the Notice. If it involves Players, it shall include the name, address, phone number and birth date of the Player involved.

b. Representative Information

The name, address, phone number, and fax number of the duly authorized representative of the appealing League/Team who will respond on behalf of the League/Team.

c. Cost Bond

A certified check in the amount of One thousand and no/100 (\$1,000.00) Dollars (US currency value or Canadian equivalent) made payable to the Team's Federation.

d. Timely Filing

In order to be considered timely filed, the appeal described herein must be received by the Federation Co-Chair within fifteen (15) days after the date on which the dispute arose. A failure to timely file an appeal shall constitute a waiver of the appealing Team's rights and the appeal shall be dismissed.

2. Notice

Within five (5) days of the receipt of the appeal, the Co-Chair to whom the appeal has been forwarded, shall forward a copy of the appeal to his fellow Co-Chair and to the Team on whose active roster the Player currently appears, and/or for whom the Player is currently playing. This notice shall be forwarded by electronic transfer or by restricted certified mail, return receipt requested.

3. Response

Within five (5) days from the verified receipt of the notice and appeal, the responding Team may file a response which shall be sufficient if in writing and includes the following:

APPENDIX H2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

a. Statement of Position

A clear, concise response to the appealing party's Statement of Dispute, in writing, referencing portions of this Agreement deemed applicable.

b. Representative Information

The name, address, phone number and fax number of the Team representative authorized to act on behalf of the Team.

c. Cost Bond

A certified check in the amount of One thousand and no/100 (\$1,000.00) Dollars (US currency value or Canadian equivalent) made payable to the Team's Federation.

d. Timely Filing

In order to be considered timely filed, the response described herein must be received by the Federation Co-Chair who forwarded the notice to the responding Team by electronic transfer or by restricted certified mail, return receipt requested, within five (5) days from the date the responding Team received the notice. A failure to timely file a response shall be considered a waiver of the responding Team's rights, and the appeal shall be sustained.

4. Mediation

The Federation Co-Chair acting as Chair for purposes of the particular appeal, upon receipt of the response shall have a period of five (5) days during which he shall attempt to mediate the dispute. As incentive to both Teams to accept a mediated settlement, the Federation Co-Chair may refund to each Team up to seventy-five percent (75%) of the cost bond deposited in the event the Teams shall elect to accept a mediated settlement.

5. Arbitration Hearing

In the event that the mediation process shall fail to resolve compensation claim, the Federation Co-Chair acting as Chairman for the specific Player's appeal shall, within five (5) days after the failure of mediation, process the matter to final decision as follows:

a. Distribution of Materials

The Federation Co-Chair acting as Chair for the particular appeal shall forward copies of the written appeal and response to each member of the Appeals Committee for their independent consideration and review.

b. Conference Call

The Federation Co-Chair acting as Chair for the particular appeal shall then contact each member of the Appeals Committee, and schedule the appeal for hearing by conference call, including all four (4) members of the Appeals Committee.

c. Hearing

During the conference call hearing, the parties shall consider the materials presented by the affected Teams, and shall then determine which of the two positions they shall accept as the most reasonable under the circumstances presented, in line with any precedent that has been established by previous appeals.

d. Tie Vote

In the event that there shall be a tie vote on the initial ballot of the Appeals Committee, the Federation Co-Chair acting as Chair for this particular Player's appeal shall cast an additional and deciding ballot.

e. Optional-In Person Hearing

In the event that either Team shall request an in-person hearing, the Team making that request shall file an additional cost bond in the amount necessary to fly all members of the Appeals Committee to a common, convenient location, plus one night's lodging in a quality facility at that location, and an additional \$100.00/day for meals during the trip (3 days). At such an in-person hearing, live testimony in support of the respective position of the disputing parties may be considered.

6. Decision

The decision of the Appeals Committee as to which position shall be adopted by the Arbitration Panel, shall be immediately communicated to both affected parties and then reduced to written form and forwarded, within five (5) days, by electronic transfer or restricted certified mail, by the Co-Chairman to the affected parties.

a. Winning Team

The party whose offer is selected as a basis for the Arbitration Panel Decision shall be entitled to the remedy provided and shall be refunded their cost bond by the Federation Co-Chair serving as Chair of the Appeals Committee.

APPENDIX H2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

b. Losing Team

The losing party shall forfeit their cost bond and shall be required to comply with the decision of the Arbitration Panel. The cost bond shall be divided equally between HC and USAH, and that both HC and USAH agree that the bond monies shall be applied to its Youth/Minor Development programs within the respective Federations.

c. Compliance

In the event that either party shall fail or refuse to comply with the decision of the Appeals Committee, that party shall be removed from membership in good standing in its Domestic Federation, and the Federation Co-Chairs may impose additional sanctions (e.g. fines, suspension of the Player, etc.) to insure final implementation of the Appeals Committee decision.

SECTION II – TAMPERING

USAH, HC, and CHL agree that as all Players governed by the terms of this Agreement are able to transfer to another Federation at the conclusion of the Player's current team, that any allegation of tampering is a matter which requires serious sanctions.

USAH, HC, and CHL also agree that any Team making an allegation of tampering should not do so lightly, and in the event that the tampering allegation is proven to be false, serious sanctions should also be imposed on all Teams who make allegations that are proven false.

A. JURISDICTION

USAH, HC, and CHL hereby grant jurisdiction to the Dispute Resolution Panel as comprised herein to resolve all disputes which involve allegations of tampering as defined in Article III herein.

B. AUTHORITY OF THE DISPUTE RESOLUTION PANEL TO IMPOSE PENALTIES

USAH, HC, AND CHL hereby grant authority to the Dispute Resolution Panel to impose penalties to the offending Team in the event that tampering allegations have been proven, or upon the Team making an allegation of tampering in the event that the allegation is proven to be false.

The penalties that may be imposed by the Dispute Resolution Panel shall include on the following sanctions:

- 1) Fine not to exceed \$5,000.00 per occurrence;
- 2) The loss of all privileges to register Players who are defined as Incoming Transfers for a period not to exceed the next two playing Seasons.

APPENDIX H2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

In addition to these penalties imposed, USAH, HC, and CHL may impose additional sanctions in accordance with its respective Constitutions and By-Laws against the Team, Coach, general manager, Team Official, or Player in keeping with the terms of its respective Constitution and By-Laws.

C. CONFIRMATION OF PROCEDURAL RULES

USAH, HC, AND CHL hereby agree that all items of procedure for the Dispute Resolution Process for tampering, shall be the same items of procedure as set forth in Article 1 herein for Transfer/Release hearings including the filing of the \$1,000 Cost Bond with the following exceptions:

1) In Person Hearing

Allegations of tampering may require an in-person hearing to properly address the issue of tampering.

USAH, HC, and CHL hereby grants authority to the Dispute Resolution Panel to request an in-person hearing;

In the event that the Dispute Resolution Panel requests an in-person hearing, the parties to the Hearing shall be bound by all terms of the Process, including posting Cost Bond for travel and per diems as set forth in Article VI, Section 1. It is agreed that each of the Teams shall be required to post the Cost Bond with their respective National Federations.

2) Travel/Per Diems Cost Bond

a) Timelines

- i) Upon receipt of the material filed by the Teams, the Dispute Resolution Panel shall determine within 5 days from the date the last material is filed, whether or not an In-Person Hearing will be required;
- ii) That upon receipt of notification that an In-Person Hearing is being requested by the Dispute Resolution Panel, the Teams involved shall have a further 7 days in which to file a Travel/Per Diems Cost Bond in an amount as shall be advised by the Dispute Resolution Panel;

b) Failure to File Travel/Per Diems Cost Bond

In the event that any of the parties to the Dispute Resolution Process fails to file the Travel/Per Diems Cost Bond, the Dispute Resolution Panel shall, in its unfettered discretion, be entitled to note that the failure to file as an admission of the allegations, or an admission that the filed allegations are proven false as the circumstances dictate.

APPENDIX H2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

Further, that in the event that the Dispute Resolution Panel notes the failure to file the Travel/Per Diem Cost bond as admissions as set forth herein, The Dispute Resolution Panel shall be entitled to file sanctions as authorized herein on the basis that the allegations are either accepted as true, or the allegations have been proven false.

c) Posting of Cost Bond

Upon filing of the Cost Bond, the Dispute Resolution Panel shall advise the Teams of the date and location of the In-Person Hearing. USAH, HC, and CHL agree that the In-Person Hearing date shall occur no earlier than 15 days from the date the Cost Bonds have been posted by the respective Teams in order that the most economical Airfares may be obtained for the members of the Dispute Resolution Panel.

d) Authority of Dispute Resolution Panel to direct forfeiture of Travel/Per Diems Cost Bond

In the event that the Dispute Resolution Process proceeds to hearing, the Dispute Resolution Panel in its decision shall determine that the losing party shall forfeit its Cost Bond for Travel/Per Diems, and the winning party shall be entitled to the return of the Cost Bond for Travel/Per Diems.

In the event that the Dispute Resolution Panel fails to find the allegation of Tampering to be true, and also fails to find the allegation to be filed falsely, that the Dispute Resolution Panel shall be entitled to order one-half the costs of the Travel/Per Diems payable by each of the parties to the Dispute Resolution Process, and to direct that the remaining one-half of the Travel/Per Diem Cost Bonds shall be returned to the Teams.

ARTICLE VII– NOTICE

Notice to the parties to this Agreement, shall be sufficient if in writing, and forwarded to the party at the following address:

USAH

1775 Bob Johnson Dr
Colorado Springs, CO
80906

HC

151 Canada Olympic Road SW, Suite 201
Calgary, Alberta
Canada T3B 6B7

CHL

305 Milner Ave Suite 201
Scarborough, Ontario
Canada M1B 3V4

ARTICLE VIII– DURATION OF AGREEMENT

This Agreement shall commence on the date indicated on the first page of this Agreement, and shall continue to and including June 30, 2016, and from year to year thereafter unless amended as hereinafter provided or terminated by a party upon written notice to the other parties, which notice must be given, to be effective, on or before the 31st day of December of the current hockey Season and Agreement. This Transfer/Release Agreement is subject to approval by the undersigned representatives from USAH, HC and the CHL.

ARTICLE IX– AMENDMENT

This Agreement may be amended at any time by agreement of each and all of the parties. Absent agreement, an amendment may only be made at the conclusion of the term of the Agreement. Any proposed amendment must be submitted on or before the 31st day of December of the current hockey Season, which amendment, if agreed, will then be effective in the subsequent hockey Season(s).

ARTICLE X – DEFINITIONS

The following terms shall have the described meanings when used in this Agreement.

A. OUTGOING FEDERATION

Shall mean and refer to that Federation in which the Player resides before the proposed Release/transfer activity.

B. INCOMING FEDERATION

Shall mean that Federation to which the Player is moving after the proposed Release/transfer activity.

C. ACTIVE ROSTER/PROTECTED LIST

Shall mean and refer to that number of Players who are currently and immediately authorized to compete on behalf of a properly registered Team.

D. PLAYER

Shall mean and refer to any eligible Player in an outgoing Federation who has properly and completely registered with that outgoing Federation as certified by that outgoing Federation; is currently rostered on a member Team of that outgoing Federation; and has competed on behalf of that Team in current regular Season League competition; OR

APPENDIX H2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

Any eligible Player in an incoming Federation who is properly and completely registered by the incoming Federation, as certified by that incoming Federation; currently rostered by a member Team of that incoming Federation; has previously competed on behalf of the member Team in the previous regular Season League competition; and whose transfer has been renewed on or before August 1 prior to the commencement of the regular League Season.

E. REGULAR LEAGUE SEASON

Shall mean and refer to all regular Season League competition including League and National Championship play-off competition.

F. PLAYER VALUE/RIGHTS

The playing rights of an eligible Player shall belong to the Team with whom the Player is currently registered as determined by the respective Federations. However, the value of the eligible Player's playing rights shall be determined by the last Team for whom the Player actually plays a regular Season game.

G. TEAM NATIONALITY

Generally, a Team's nationality shall be determined by the geographical locations of the Team, and, all transfers shall be processed through the Team's home Federation.

Junior Teams (below major junior) based in the USA and participating in a Canadian League would process transfers with USA Hockey for any incoming Import Players to their Teams.

Example: Team located in the USA participating in a Canadian League would process all incoming Imports (non-USA citizens) through USA Hockey and abide by the Import rules established in its Federation.

If a properly transferred Import Player or US Player moves from a US based Team that participates in a Canadian League to a Junior Team, including major junior, within Canada, a Release and transfer would be required. If a properly transferred Import Player moves from a US based Team that participates in a Canadian League or an Import Player moves from a Canadian based Team that participates in a Canadian or US based League, including major junior, then that move shall also be subject to any applicable home Federation rules, as well as the provisions of this Agreement. Should an Import Player that has been properly transferred to a US based Team that participates in a Canadian League move to another Junior Team within the USA, a trade/consent form would have to be processed.

A listing of the Teams that fall under this example will be kept on file at both Federations and must be approved by both Federations, annually.

ARTICLE XI– ENTIRE AGREEMENT

This Transfer/Release Agreement, consisting of 27 pages, contains the entire Agreement of the parties and supersedes any and all prior or contemporaneous Agreements and understandings, written or oral, by and between the parties.

I. HOCKEY CANADA SCHOOLS PROGRAMS

HOCKEY CANADA ACCREDITED SCHOOLS

1. Hockey Canada Accredited Schools (HCAS) are programs that provide education-first programming for students while providing hockey programming as part of the student's life. A Hockey Canada Accredited School must:
 - a) have its education programming connected with one recognized educational institution that has a physical premise for the student to attend within the Province where they reside, consistent with the school structure in that province (e.g. one school for 7-8, one school for 9-12 if split); or
 - b) be a recognized Ministry of Education approved educational institution with a physical premise for students to attend; and
 - c) comply with the required standards contained in the HCAS Policy.
2. The determination of whether a program qualifies as a HCAS must be made in accordance with the HCAS Policy.
3. HCAS Players, Teams and Team Officials must comply with all applicable regulations and policies of Hockey Canada and the Member.

HCAS PLAYER REGISTRATION

4. The registration of HCAS Players and their placement on Teams will be administered by the Member.
5. The HCAS shall oversee the registering of Players with the Member. Registration of a Player to a HCAS is for the duration of the school year (e.g. September 1 to June 30).
6. A Minor Hockey Player transferring without their Parent(s) from another Federation to attend a HCAS may do so without an appeal to the National Appeals Committee under the following conditions:
 - a) The Player must complete a transfer and pay any applicable fees. Transfer approvals will be administered by Hockey Canada and all correspondence regarding these approvals must be forwarded to the Member by the HCAS; and

I. HOCKEY CANADA SCHOOL WITH RESIDENCE AND ACCREDITED SCHOOLS

- b) It shall be the responsibility of the registrar of the Player's new Member to ensure, by statement or otherwise, that the Player is qualified under this Regulation. The receipt of required registration documentation by a Member (i.e. confirmation of registration with the Accredited School as well as all transfer documents) will constitute approval of the Player to participate with a HCAS Team.
- 7. Canadian players may not be restricted from attending and playing at any HCAS. Members are not entitled to restrict the number of Players on a HCAS Roster who reside within the geographic area of the Member where the HCAS is located. However, Members shall have the ability to limit the number of Players from any other country.
- 8. A Player who transfers to a HCAS Team located anywhere other than their Residential Member, if Released by the HCAS Team, may not register and play for any other non-HCAS Team in that Member.
- 9. Dual Registration of HCAS Players is permissible only in Ontario and Quebec based on existing programming and must comply with the following guidelines:
 - a) A Player that attends a sanctioned HCAS located in the Member where the Player is resident may be Registered with a Minor Hockey Association and a HCAS Team except for Teams that are eligible to compete for a Regional or National Championship. Such participation will be in accordance with the following rules:
 - i) A Player is limited to a Maximum of twenty (20) games with the HCAS.
 - ii) The Player is eligible to Affiliate to a Team in a higher Division or Category with the HCAS with all games counting towards the twenty (20) game maximum for a dual registered Player.
 - iii) The Player is eligible, at the completion of the Player's Minor Hockey Association Team's regular season and playoffs, to participate in an unlimited number of games with the HCAS as a registered Player or an Affiliate Player.
 - iv) The Player is only eligible to play as an Affiliate Player with a Minor Hockey Association Team or Junior Hockey Team in accordance with the Hockey Canada and Member Affiliation regulations once the HCAS Team the Player is dual registered with has completed its regular season and playoffs.

I. HOCKEY CANADA SCHOOL WITH RESIDENCE AND ACCREDITED SCHOOLS

COMPETITION

10. All Teams operating at a HCAS must be registered with Hockey Canada and are eligible to participate in Hockey Canada sanctioned programming.
11. HCAS Teams may only participate in a school hockey League if it is comprised entirely of Teams registered with Hockey Canada or any other IIHF Member National Association.
12. HCAS Teams may only participate in a non-school League with the approval of their Member.
13. HCAS Teams that wish to participate in a league within USA Hockey will need to request permission annually from the Hockey Canada Board and the Member in whose geographic area the HCAS is located, in accordance with Regulation B.
14. HCAS Teams may participate in Member League and Provincial playoffs at their Member's discretion.
15. HCAS Teams shall not be allowed to compete in a play-off (League or Member) that leads to a Regional or National Championship in which non-school Teams may participate.

ACTIVE PLAYER REGISTRATION

16. All HCAS Teams must have a minimum of fifteen (15) Players, of which two (2) must be Goaltenders.
17. Male **U18 Prep** and Female **U18 Prep** Rosters will include a maximum of twenty (20) Players.
18. Male and Female Roster of the lowest Category and Division Team in the HCAS will be eligible to have a maximum of nineteen (19) Players with an extended roster as determined by the Member on request from the HCAS.
19. All other Rosters shall not exceed nineteen (19) Players.

AFFILIATION

20. Registered HCAS Players may Affiliate to a Team in a higher Division or Category within the same HCAS. A Player playing on a HCAS anywhere other than in their Residential Member, including a Player described in Regulation I.6, may only Affiliate to a Team of a higher Division or Category within the same school.
21. A Player playing on a HCAS Team within their Residential Member may not affiliate to a Minor Hockey Team that is eligible to compete in a Regional or

I. HOCKEY CANADA SCHOOL WITH RESIDENCE AND ACCREDITED SCHOOLS

National Championship. Registered HCAS Players that are residents of the Member where the HCAS is located may Affiliate to a Junior Hockey Team within the Member in accordance with Hockey Canada Regulation F and the Affiliation Regulations of the Member.

22. A fourteen (14) year old and younger HCAS Registered Player may Affiliate from a HCAS Registered Team to:
 - a) a HCAS Team in the same HCAS (maximum 10 games); or
 - b) a Registered Team in a higher Division and/or Category within the Minor Hockey Association where the HCAS is located if the Player is a resident of the geographic area of the Member where the HCAS is located (maximum 10 games).
23. A fifteen (15) year old HCAS Registered Player that is a resident of the geographic area of the Member where the HCAS is located may Affiliate from the HCAS Registered Team to two (2) of:
 - i) Major Junior Team (residency is not applicable provided the Player is on the 50 Player list) (maximum 5 games);
 - ii) a Junior A or Junior B Team (maximum 5 games);
 - iii) a HCAS Team in the same HCAS (maximum 10 games); or
 - iv) a second HCAS Teams in the same HCAS (maximum 10 games).
24. A HCAS Registered Player who is at least sixteen (16) years old, and is a resident of the geographic area of the Member where the HCAS is located may Affiliate from the HCAS Registered Team to two of:
 - i) A Major Junior Team (residency is not applicable provided the Player is on the 50 Player list) (maximum 10 games);
 - ii) a Junior A Team (maximum 10 games)
 - iii) a Junior B Team (maximum 10 games);
 - iv) a HCAS Team in the same HCAS (maximum 10 games); or
 - v) a second HCAS Teams in the same HCAS of a higher Division or Category (maximum 10 games).
25. Regulation F.16 shall apply to any Affiliate Player whose registered Team completes its regular Season and playoffs before the Player's Affiliated Team or Teams.

I. HOCKEY CANADA SCHOOL WITH RESIDENCE AND ACCREDITED SCHOOLS

PRACTICE PLAYERS

26. A Practice Player may participate on more than one HCAS Team (maximum of 10 games collectively for all HCAS Teams) as a non-Rostered Player provided:
- a) The Practice Player registers on the HCR; and
 - b) The Practice Player is included in the maximum number of Affiliate Players that a Team may have.

TOURNAMENTS

27. HCAS Teams that wish to participate in exhibition and tournament play must follow their Member's permission process. HCAS Teams may apply to host Member-sanctioned tournaments.

HOCKEY CANADA SCHOOL WITH RESIDENCE

28. Regulations I.3-I.5, I.8 and I.10-I.12 apply equally to Hockey Canada Schools With Residence.
29. The U18 Division is the only Division in which Hockey Canada School With Residence Teams are permitted to compete in Regional and National Championships involving non-school teams.
30. All players attending and residing at a Hockey Canada School With Residence are eligible to register with any Team at that school, including U18 Teams competing for a Regional or National Championship.

HOCKEY CANADA SKILLS ACADEMIES

31. Hockey Canada Skills Academies are programs that provide additional skill specific training in a non-Team setting within a recognized educational institution for credit. Hockey Canada Skills Academies may be operated in partnership with Minor Hockey Associations to provide an option of additional training for school credit during the day for the MHA's Teams.

PROGRAM OF EXCELLENCE ELIGIBILITY

32. A HCAS Player's eligibility to participate in a Member's Program of Excellence will be determined by the Canada Winter Games and POE eligibility requirements.

J. HOCKEY TOURNAMENT REGULATIONS

1. No Player or Team registered with a Member shall compete in any Tournament unless that Tournament has been granted a sanction permit by the Member in whose geographic area that Tournament is to be conducted.
2. The official permit sanctioning a Tournament shall be on a form approved by Hockey Canada. A Member shall have authority to impose a Tournament sanction fee.
3. No sanctioned Tournament shall accept entries from any Team which is not registered with a Hockey Canada Member, USA Hockey or, in the case of an International Tour, another Federation.
4. Tournaments and Exhibition Games which include only Teams from Hockey Canada and USA Hockey shall be sanctioned by the Member, and do not require sanctioning by Hockey Canada. All International Tournament sanction fees will apply.
5. The host Member will verify the eligibility of all Teams and Players entered in the Tournament.
 - a) Every Player participating on a Team in any sanctioned Tournament must be registered with that Team in either the HCR, or in accordance with the Regulations of their foreign Federation.
 - b) A Team must produce an approved HCR Roster.
6. No Team shall be permitted to play in any Tournament unless it has the written permission of the Member or the Federation that they are registered with. In granting such permission the Member or Federation must agree to:
 - a) impose and enforce any disciplinary action necessary against its Team, Players or Team Officials; and
 - b) report all disciplinary action, to the Member hosting the Tournament.
7. The Member in which the Tournament is held shall have the authority to impose an indefinite suspension pending action by the Member of the Team, Player or Team Officials involved.
8. Where an indefinite suspension has been imposed, a copy of the official Game Report with all necessary supporting evidence and any recommendation regarding the suspension, shall be forwarded to the Member of the Team, Player(s) or Team Official(s) involved.

J. HOCKEY TOURNAMENT REGULATIONS

GENERAL TOURNAMENT PROVISIONS

9. All sanctioned Tournaments will be played only under official Hockey Canada Playing Rules. Should there be any variance from such rules, such variances shall be submitted at the time the application is made for a sanction permit.
10. No Team or Player may compete in more than three (3) games in one day.

WITHDRAWAL OF SANCTIONING

11. Any permit sanctioning a Tournament by Hockey Canada may be withdrawn if it is found that Hockey Canada or Member regulations pertaining to such Tournaments are not followed. Subsequent permits may be withheld from any Member or MHA that has been found to have conducted a sanctioned Tournament which did not conform to the applicable Hockey Canada or Member regulations.

K. GENERAL TOUR INFORMATION

INCOMING AND OUTGOING INTERNATIONAL TOURS

1. The organization of incoming international matches and International Tours is governed by Hockey Canada Regulations, unless otherwise agreed. Members, Teams, and Team Officials, involved in outgoing International Tours are advised to refer to the IIHF Statutes and By-Laws or the applicable Statutes and By-Laws of the host Federation, in order to have a full understanding of what is required with respect to such competition. For International Tours in Canada, invitations must be issued by Hockey Canada, and the IIHF must be notified of the dates and conditions under which the proposed International Tour is organized, at least two (2) months before the first game of the International Tour.
2. Due to processing and administrative requirements, any International Tour application made less than sixty (60) days prior to the event cannot be assured of approval. If Hockey Canada is unable to approve such an application, there may be a partial refund of the application fee, at the sole discretion of Hockey Canada.
3. The application for an International Tour shall be made through the Member in which such Minor Hockey Association or Team is registered and in the case of an outgoing International Tour, shall include a written invitation from the hosting Federation(s).
4. Submissions to Hockey Canada for sanctioning of an International Tour must include the following:
 - a) A detailed schedule outlining dates and locations of proposed games; and
 - b) Written approval of the Member(s) involved.
5. Hockey Canada, in its sole and unfettered discretion, may refuse an application for sanctioning of an International Tour for any reason it deems detrimental to Hockey Canada, its Members or the participants involved, and its decision in this regard shall be final and binding.
6. Hockey Canada Members, Minor Hockey Associations, Teams, Players, and Team Officials who participate in the activities of International Tours not sanctioned by Hockey Canada, do so independent of Hockey Canada and its Members and without access to benefits of the Hockey Canada National Insurance Program and could be subject to suspension or other disciplinary measures as determined by the Member in which they are registered, or Hockey Canada, in the case of a Member.

K. GENERAL TOUR INFORMATION

7. Hockey Canada Minor Hockey Associations or Teams contacted by organizers of International Tours involving Teams from other Federations, must immediately contact their Member office before proceeding with or confirming arrangements for an outgoing International Tour. Likewise, any Minor Hockey Association or Team interested in hosting a Team or organizing an International Tour involving a Team from another Federation, must contact their Member office to initiate the process of official sanctioning.

INCOMING INTERNATIONAL TOURS

8. Arrangements of touring Teams must be made by Hockey Canada through its Members, and the Member shall, where appropriate, designate the rink and Team that provide the best opposition and revenues.
9. International Tours involving incoming Teams from Federations other than USA Hockey, must be approved by the Member involved and sanctioned by Hockey Canada. The Member must first approve the International Tour and then submit a proposal to Hockey Canada for official sanctioning. The incoming Team must produce a written invitation from the Member and obtain written approval from Hockey Canada before traveling to Canada.
10. In the case of International Tours which involve more than one (1) Member, each such Member must approve the International Tour and its conditions and then submit a proposal to Hockey Canada for official sanctioning. Members may work together to submit one (1) proposal.
11. Hockey Canada sanctioning of an International Tour is conditional upon the written approval of the Federation of which the incoming Team is a member. Hockey Canada will not sanction any International Tour involving a Team which does not have the approval of its Federation or which is not a member of its Federation. The incoming Team must also submit proof of primary medical coverage and liability insurance, which will be approved at the sole discretion of Hockey Canada. A Federation representative must also travel with the visiting Team at all times and act as its official spokesperson, Team leader and Team contact. The other Federation must submit the name of this representative to Hockey Canada prior to the commencement of the International Tour.
12. The Hockey Canada Minor Hockey Association or Team making the application for sanctioning of an International Tour is responsible for any damages, unpaid debts or other liabilities arising out of the operation of that International Tour. Members may, at their discretion, require with the application a letter of credit or other satisfactory security to a maximum of five thousand dollars (\$5,000), to be held as security toward any such damages, unpaid debts

K. GENERAL TOUR INFORMATION

or other liabilities. The Hockey Canada MHA or Team is also responsible for obtaining from the visiting Team(s) documented proof of insurance satisfactory to Hockey Canada and coordinating in-country transportation, accommodations and meals. The aforementioned must be forwarded to Hockey Canada as part of the sanctioning submission.

13. Hockey Canada, its Members, MHAs, and Teams will not be responsible for remitting any fees, gate receipts or other funds to visiting Federation Teams or their organizers.

OUTGOING INTERNATIONAL TOURS

14. Any Team granted permission for an outgoing International Tour must include, at the Team's expense, an individual appointed by its Member and approved by Hockey Canada as the International Tour leader.
15. No Minor Hockey Team shall be allowed more than one (1) outgoing International Tour during the same Season.
16. Failure to comply with Regulation K may result in the suspension of the said Player(s) or Team(s) and/or Team Officials for a period decided by the Member where such Player(s) or Team(s) and/or Team Officials are registered.

L. REGIONAL AND NATIONAL CHAMPIONSHIPS

L. REGIONAL AND NATIONAL CHAMPIONSHIPS

Regulations L, M and N apply specifically to Regional and National Championships and supersede any provisions to the contrary elsewhere in these Regulations.

GENERAL PROCEDURES FOR INTER-MEMBER PLAY

1. Hockey Canada shall, in its discretion, conduct annual Inter-Member competitions to declare National Champions in the following Divisions and Categories:

Senior AAA	Allan Cup
Major Junior.....	Memorial Cup
Junior A	Centennial Cup
U18 AAA	Telus Cup
Female U18 AAA	Esso Cup

2. Teams in Divisions/Categories other than those which must participate in National Championship competitions may participate in competitions leading to the declaration of a Regional Champion if:
 - a) one (1) or more Members wish to do so;
 - b) written notice is provided to the President/COO of Hockey Canada prior to the commencement of any such competition; and
 - c) there is no financial responsibility to Hockey Canada.

Such competitions shall be under the control and direction of the participating Members.

3. To qualify for Regional or National Championships, a Junior A League must be in a minimum of its third consecutive year of operation as a Junior A League and provide a written commitment to participate in the Championship. The Member must endorse this commitment after the League's second full Season of play.
4. No Team shall compete in any National or Regional Championship if it has not participated in a League during the Season and qualified for the Championship through League and Member play-offs.
5. By the Final Registration Date, Teams on their HCR Roster must have fifteen (15) registered Players, at least two (2) of whom must be Goaltenders, who are

L. REGIONAL AND NATIONAL CHAMPIONSHIPS

qualified in one (1) Division and Category under Hockey Canada regulations governing age, and other regulations up to the maximum number provided by Hockey Canada regulations

6. All Teams must designate Affiliate Players on the HCR by January 15 at 5:00:00 pm MST.
7. Notwithstanding Regulation F, any Team participating in any game leading to a National Championship will be permitted to use one or more Affiliated Players only if the Affiliate Player's registered Team has participated in a League during the current Season.
8. Members whose Teams are competing towards a National Championship must arrange their play-offs to ensure that their Teams are ready to participate in Inter-Member competitions leading to the Championship on such dates as have been ratified by the Board. The Chair of the Board or his designate shall control and direct all play-off competitions. Violations of this Regulation may result in a suspension of the responsible Member, League or Team by the Chair of the Board.
9. The Inter-Member play-offs leading to a National Championship shall be a best two (2) out of three (3), three (3) out of five (5), or four (4) out of seven (7) series, except where Tournaments are authorized by the Board. All games will be played to a decision.
10. During Inter-Member play-offs, there shall be no right of appeal from Hockey Canada suspensions or penalties imposed which comply with the minimum suspensions or penalties which may be imposed by the Director, or designate, in charge of the play-offs as set out in the suspension bulletin for that particular play-off. These suspension bulletins will be distributed annually in advance of Inter-Member play-offs as a Hockey Canada Action Bulletin.

MEMBER PENALTIES RELATING TO INTER-MEMBER COMPETITIONS

11. An initial commitment by each Member, to compete in a particular National Championship in the following Season, must be made at the Spring Congress. In addition to the initial commitment referred to above, a written commitment from each Member must be received by the President/COO of Hockey Canada no later than November 1 of the current Season (August 15 for the Allan Cup).
12. Any Member withdrawing from a National Championship competition, having filed its written commitment, shall be fined:
 - a) Ten thousand dollars (\$10,000) in the case of Junior A;

L. REGIONAL AND NATIONAL CHAMPIONSHIPS

- b) One thousand dollars (\$1,000) in the case of Men's Senior AAA, if the commitment is withdrawn after October 1;
- c) One thousand dollars (\$1,000) in the case of U18 or Female U18, if the commitment is withdrawn after November 1.

A Member withdrawing from a National Championship competition after January 15 (November 15 for the National Female Championship) of the current Season for all other events shall be fined two thousand dollars (\$2,000), plus any other sanctions approved by the Board.

TEAM PENALTIES

13. Any Team registered in a Division and/or Category for which Hockey Canada conducts annual Inter-Member competitions to declare a Regional and/or a National Champion must:
 - a) compete for the championship of that Division and/or Category; and
 - b) participate in any Hockey Canada sponsor's program(s) associated with that championship to the satisfaction of Hockey Canada.
14. Failure to comply with Regulation L.13 (a) or (b) shall cause that Team and/ or the League in which it participates, to lose its status, the privileges attached thereto and the rights to all Players registered with the Team and/or League as of the date of refusal.
15. If a Team fails to present itself at the time and place appointed to play in any game or series, unless such failure is caused by an unavoidable accident or an unforeseen contingency, the game and/or series shall be awarded to the opposing Team. The Team Official(s) and/or Players of the Team, who are responsible, may be suspended for one (1) year or more.
16. For the purpose of Regulations L.13 and L.15, the action of a Team and/or a League causing any suspension or disqualification shall be deemed to be a refusal by the Team or League to participate.
17. If any delay is caused by any Team or Member in entering or carrying on the play-off arrangements made by Hockey Canada, requiring extra remuneration to another Team for the delay, caused by circumstances under the control of the offending Team or Member, the sum necessary to remunerate the other Team shall be taken from the share of the offending Team.
18. Any Team which dresses less than thirteen (13) Skaters and two (2) Goaltenders in any game during a National Championship competition shall not be entitled to any per diem allowance for that game, unless such Player shortage is caused by circumstances beyond the control of the Team or Member.

VARIATIONS FOR GOALTENDERS

19. A Senior Team, before the earlier of one (1) day prior to the start of any Inter-Member competition or ten (10) days prior to the start of the Allan Cup, shall be permitted to select from among the Goaltenders registered with its Member, one (1) additional Goaltender. Any Goaltender so selected shall be eligible to compete in any Inter-Member game. Once named, this Goaltender may not be replaced, unless Regulation L.21 applies. No Import Goaltender shall be selected who will exceed the Team's Import allotment. The Member Executive Director will forward the name of the one (1) additional Goalkeeper the Member representative has selected to the President/COO or his designate.
20. When a Goaltender has been loaned to a Program of Excellence Regional or National Team, or a provincial Canada Winter Games Team and an Affiliate Goaltender is not available to the loaning Team, the Member may approve a replacement Goaltender under similar provisions to those used for an injured Goaltender. (See Regulations L.21-23)
21. A replacement can be made for an ill or injured Goaltender except at the Junior A level. Prior to or during Inter-Member competitions a replacement may be permitted for a Goaltender who is ill or injured. The Goaltender must come from the Member where the Team is registered and must be registered with a Team of a lower Division or Category or be a replacement Goaltender in accordance with the event technical package. The replacement Goaltender cannot be replaced by another replacement Goaltender unless the former is injured or medically unfit.
22. The ill or injured Goaltender shall return to competition as soon as medical evidence indicates that it is in order for him to do so.
23. A Team may use a replacement Goaltender as described in Regulation L.21 provided that permission is obtained from the Member and the Goaltender's Team. The replacement Goaltender shall be permitted to return to his original Team regardless of the number of games played, provided that permission was originally obtained.
24. Any exception to the preceding regulations, which concern Inter-Member competitions, must be submitted for approval at the Winter Congress, which precedes the competitions.

L. REGIONAL AND NATIONAL CHAMPIONSHIPS

MEMBER EXECUTIVE DIRECTOR'S RESPONSIBILITIES

25. Before the opening of the Member final series, the Member Executive Director shall forward a list of competing Teams to the Hockey Canada President/COO or designate.

PLAY-OFF RECEIPTS

26. Financial arrangements for Regional and National Championships will be based on signed Event Technical Packages and/or agreements between the participating parties.

M. ELIGIBILITY FOR REGIONAL AND NATIONAL CHAMPIONSHIPS

1. Any registered Player is eligible to play in Member or Inter-Member play-offs, whether he has played a League game with his Team or not.
2. Notwithstanding the foregoing, any Female U18 Player, including Affiliate Players, must have played a minimum of 50% of her registered Hockey Canada Team's total League games to be eligible to participate in League, Regional and National playoffs leading to the ESSO Cup. If the Player's registered Hockey Canada Team does not play in a League, the Player must play in a minimum 50% of her Team's Exhibition Games and Tournament games. Where a Player is unable to participate in 50% of her Team's games due to illness or injury, her eligibility under this Regulation will be determined by the Member or, in the case of Inter-Member competition, the President/COO of Hockey Canada, following receipt of appropriate medical documentation.
3. A Player whose Team is eligible to compete for a Regional or National Championship may not register and play under a second registration in the same Season unless properly Released from the initial registration, or until their Team's Season has completed. Violations of this provision will result in the immediate suspension of the Player.

N. PROTESTS OF REGIONAL AND NATIONAL CHAMPIONSHIP GAMES

1. The proper procedure for the protest of any games in Inter-Member competition shall be as follows:
 - a) Protests, and all evidence in support thereof, must be in duplicate, signed by the President and Secretary or the designated signing officers of the protesting Team, and presented to the Hockey Canada Director in charge of the series, or that Director's appointed representative, within twelve (12) hours of the conclusion of the game for which the protest is being made and must be accompanied by a deposit of five hundred dollars (\$500.00). The deposit shall be forfeited, to Hockey Canada, if the protest is disallowed.
 - b) The Hockey Canada Director or his representative to which the protest was delivered shall deliver a copy of the protest to the protested Team, without any undue delay.
 - c) The protested Team shall be allowed twelve (12) hours to file a defence and evidence to the person from whom they received the protest, which must be accompanied by a deposit of five hundred dollars (\$500.00). The deposit shall be forfeited to Hockey Canada, should the protest be allowed.
 - d) If the scheduling of games does not permit sufficient time to comply with the procedure set above, that is, where there is less than forty-eight (48) hours between games, then the protesting Team shall make a verbal protest, immediately following the game, to the person appointed by Hockey Canada to be in charge of the game at the particular locale. This person shall immediately convene a meeting with the Team Officials involved and record all facts pertaining to the case. These facts shall immediately be reported to the Hockey Canada Director in charge of the series.
2. In the case of any protest submitted, the individuals identified in the governing document for the competition or, in the absence of such document, the individuals identified by the President/COO of Hockey Canada, shall have full power to rule on the protest. The decision of these individuals shall be final.
3. A decision on the protest must be rendered within forty-eight (48) hours, or prior to the next game of the event or series, whichever comes first.

O. DISCIPLINE

GAME RELATED DISCIPLINE

1. Except as otherwise described herein, a Member or its designate shall have the authority to impose disciplinary sanctions pertaining to any game played within the Member's boundaries, except for Inter-Member games, where the authority rests with the Chair of the Board or his designate.

INELIGIBLE/SUSPENDED PLAYERS

2. A Member or the Chair of the Board or his designate, as applicable, may take disciplinary action against:
 - a) Any Team found to be in violation of any Hockey Canada registration regulation; or
 - b) Any individual found guilty of having falsified or forged any document that would make that individual eligible to play hockey in any other Federation.
3. Any Player, Team Official, or individual holding an executive position with a Team or Minor Hockey Association, who after a proper hearing has been found guilty by his Member, or Hockey Canada of:
 - a) Falsifying or forging a birth certificate;
 - b) Falsifying or forging Hockey Canada registration information;
 - c) Playing under an assumed name; or
 - d) Having had knowledge that any of the above has occurred;shall be automatically suspended from playing hockey or holding office with any Team or Minor Hockey Association for a period of up to three (3) years from the date of suspension.
4. Any Team found guilty of having used any suspended Player in any League, play-off, Exhibition Game, or Tournament game, shall lose any points earned in any game in which the ineligible Player participated, and the opposing team in any such game shall be credited with a victory in regulation time.
5. If a Team plays an ineligible Player in any Member or Inter-Member play-off game(s), the Team shall be removed from the Season's competition and the opposing Team shall be considered the winner of the game(s). If a Team plays any ineligible Player in games preceding the above, including Tournament competition, the Player shall be suspended, and at the discretion of the Member:

O. DISCIPLINE

- a) the Team may be allowed to continue in competition, and all games won by the Team in games in which the ineligible Player participated, shall be awarded as victories in regulation time to the Team(s) that competed against it; or
 - b) the Team may be removed from all further competition and, at the Member's discretion:
 - i) all games in which the Team participated prior to being removed shall be awarded as victories in regulation time to the Team(s) that competed against it; or
 - ii) the results of all games in which the Team participated prior to being removed shall be nullified.
6. Any suspended or ineligible Player who participates in any game sanctioned by Hockey Canada or a Member, and any Team Official who enables or condones that participation, may be subject to additional disciplinary action in accordance with Regulation O.1.

HAZING

7. A Player, Team Official, Team, Minor Hockey Association, or any other Hockey Canada Registered Participant found, by an investigative process, to have condoned, initiated or, to the detriment of another, participated in Hazing actions or behaviours shall be subject to discipline up to and including expulsion from Hockey Canada registered programs. Discipline must relate to the degree of severity of the incident(s). For greater certainty:
- a) Any party failing to cooperate with the investigative process may be subject to suspension as determined by the Member.
 - b) All discipline decisions related to Hazing must be approved by the Member.
 - c) All Hazing matters involving Hockey Canada High Performance Programs will be dealt with by the Board.

NON-SANCTIONED EVENTS

8. Any registered Player or Team Official who participates in a game, Tournament, training camp, prospect camp, selection camp or any similar event (other than those organized and operated by recognized academic institutions or aboriginal organizations) that is not sanctioned by Hockey Canada or a Member and that conflicts with his Member Team's regular Season or play-off schedule shall be immediately suspended for up to one (1) year at the Member's discretion.

GENERAL

9. Any Hockey Canada Registered Participant who is under suspension by a Hockey Canada Member, Team, League or MHA is suspended from any and all involvement in Hockey Canada sanctioned games. Hockey Canada or a Member may increase suspensions up to and including all Hockey Canada activities for the duration of that suspension. Any such suspension shall be recognized and enforced by all Members.
10. Hockey Canada will recognize and enforce suspensions of any Player, Coach, or other Team Official imposed by any Partner of Hockey Canada, any member of another Federation, or any professional League, should the Player, Coach, or Team Official transfer to a Hockey Canada Team while under suspension.
11. Any Registered Participant, Team, MHA or League who violates the terms of any suspension, will be subject to discipline by the entity that levied the original suspension.
12. All suspensions in excess of three (3) months should be recorded on the Registered Participant's HCR profile.
13. Hockey Canada or a Member has the authority to adjust the length of any suspension that it deems excessive or inadequate.

P. TAMPERING

1. No Player may be invited to attend or participate in an evaluation camp operated by a Team or League to which the Player is ineligible to register or Affiliate for the upcoming Season as of the date of the camp.
2. Team Officials shall not encourage or invite, directly or indirectly, a Registered Participant of another Team from the previous Season in the same or higher Category or from the current Season in any Division or Category, to register, participate in training camp activities or in any games without first having secured permission in writing, in the manner set forth below from the Team or MHA with which such Player is registered.
 - a) The written permission shall be a statement filed with the Member in which the Player's Team is registered, which statement shall be signed by the President, Secretary or by the designated signing officer of the Team with which the Player is registered.
3. A charge of tampering must be filed in accordance with the Hockey Canada appeal procedure established by By-Law 46. If all Teams involved are from the same Member, the charge shall be dealt with by that Member in accordance with its regulations.
4. Where tampering is found to have occurred, the responsible Team and/or Team Official shall receive one or more of the following sanctions:
 - i) A fine up to five thousand dollars (\$5,000) to the offending Team, payable to the Team which files the tampering charge within thirty (30) days of notification;
 - ii) The deduction of two (2) unused Player allotments for that or the following Season;
 - iii) Compensation to the Team that may lose a Player to the offending Team;
 - iv) A minimum ten (10) game suspension (regular Season or play-offs) to the head Coach of the offending Team;
 - v) A suspension for a period up to one (1) year to the responsible Team Officials of the offending Team.

Q. FEES

TOUR FEES

1. Minor Hockey Associations or Teams, and Partner Teams requesting an International Tour, whether incoming or outgoing, shall pay the following fees:
 - a) Application made to Hockey Canada sixty (60) or more days prior to the day of the event one hundred fifty dollars (\$150)
 - b) Application made to Hockey Canada between thirty (30) and fifty-nine (59) days prior to the day of the event.....three hundred dollars (\$300)
 - c) Application made to Hockey Canada between fifteen (15) and twenty-nine (29) days prior to the day of the event five hundred dollars (\$500)
 - d) Application made less than fifteen (15) days prior to the day of the event is subject to a fee at the discretion of Hockey Canada with a minimum of one thousand dollars (\$1,000) and a maximum of five-thousand dollars (\$5,000)
 - e) The above noted fees shall be divided equally between Hockey Canada and the respective Member.

TOURNAMENT FEES

2. Hockey Canada Tournament Fees are:
 - a) For each International Tournament there shall be a minimum sanction fee of one hundred dollars (\$100.00) plus fifty dollars (\$50.00) per Team from outside Canada and ten dollars (\$10.00) per Team from outside the host Member.
 - b) All Tournaments are required to submit a financial statement of income and disbursements to the sanctioning Member within thirty (30) days of the completion of the Tournament.
 - c) Failure to comply with this regulation will result in refusal of future Tournament sanction permits.
 - d) Fifty percent (50%) of the above mentioned minimum fees shall be submitted by the Member to Hockey Canada.

Q. FEES

INTER-MEMBER TRANSFER FEES

3. Inter-Member Transfer fees shall be as follows:
 - a) Inter-Member Transfer [Member retains fifty dollars (\$50)]
..... one hundred dollars (\$100)
 - b) Players that qualify under Hockey Canada Regulation G.9 (b) shall not have to pay the Inter-Member Transfer fee.
 - c) Players registering in Female Divisions which cannot advance to Regional or National Championships are not required to pay the Inter-Member transfer fee.
 - d) No Inter-Member Transfer fee will be charged when a Player transfers back to a Member in which he had been registered for the two (2) consecutive Seasons prior to his transferring to another Member for one (1) full Season. This exemption is not applicable to Players transferred to USA Hockey and who are seeking transfer back to a Hockey Canada Member.

USA HOCKEY TRANSFER FEES

4. Incoming USA Hockey transfer fees shall be as follows:
 - a) Incoming USA Transfer [Member retains fifty dollars (\$50)]
..... one hundred fifty dollars (\$150)
 - b) A Player that wishes to return to Hockey Canada for consecutive Seasons does not need to pay the fee provided that a renewal transfer is filed prior to August 1.

IIHF TRANSFER FEES

5. International transfer fees shall be as follows:
 - a) Total fee for incoming transfer may be a maximum of thirteen hundred fifty dollars (\$1,350). Please note that in some cases the following components of the costs may not be required:
 - i) IIHF Transfer Fee (only for Players eighteen (18) years of age or over)
..... four hundred fifty dollars (\$450)
 - ii) Hockey Canada Registration Fee four hundred fifty dollars (\$450)
 - iii) Former Federation Transfer Fee (some Federations may not charge or charge a reduced rate) four hundred fifty dollars (\$450)

Hockey Canada fees in Regulation Q.5 (a)(ii) do not apply to girls and/or women playing in a Female Division. Members may charge a separate registration fee to their Teams for administration costs associated with incoming player transfers.

- b) Outgoing International Transfer Fee four hundred fifty dollars (\$450).
The new Federation generally pays this fee.