### HOCKEY CANADA

# ARTICLES BY-LAWS REGULATIONS HISTORY

As amended to June 2012

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

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

## HOCKEY CANADA MISSION STATEMENT

Lead, Develop and Promote Positive Hockey Experiences

Mike Bruni 716, Elbow Drive SW Calgary (Alberta) T2S 2J1



Chair of the Board Hockey Canada 2011-13

## **CHAIR'S MESSAGE FOR 2012-13**

How exciting it is as we embark upon yet another year for the greatest game in the world. I continue to be privileged and humbled to serve as chair of the board. The essence of Hockey Canada is the great volunteers and staff across the country. We are the best, but to stay the best we need to work even harder!

At this juncture of Hockey Canada's history we are afforded incredible opportunities. In order to seize upon these it is essential that we are **"Staying Relevant with the Courage to Change."** Relevancy and respect are paramount! To achieve this, we must harness our creative capabilities more so than ever in responding to the changing societal needs and demands. We must also balance being a successful corporate enterprise with being a regulator of a game. It is a daunting but incredibly exciting task for us all.

As we evolve into another generation of Hockey Canada, this small book will evolve as well to both initiate and reflect a renewed Hockey Canada governance framework. It will document more enlightened regulations for the game to meet the needs of our modern day player, family and society. Wow! What an exciting endeavour that we are presently in the midst of. All of this will again entrench Hockey Canada as the leading sport organization in the world.

Have a great year, have fun and remember - "Safe Fun is Priority One!"

CIAO

Michael J. Bruni, Q.C. Chair of the Board Hockey Canada

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### **HOCKEY CANADA DIRECTORS**

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Paul Delparte	Chief Financial Officer
Mike Ross	Chief Business Officer
Scott Smith	Chief Operating Officer
Paul Carson	Vice President, Hockey Development
Scott Farley	Vice President, Marketing Services and Events
*Glen McCurdie	Vice President, Membership Services
Brad Pascall	Vice President, Hockey Operations/National Teams
Scott Salmond	Senior Director, Hockey Operations/National Teams
André Brin	Director, Communications
Chris Bright	Executive Director, Hockey Canada Foundation
*Sean Kelly	General Counsel
Jonah McEachern	Director, Operations
Dean McIntosh	Director, Marketing Services and Events
Bruce Newton	Director, Business Development
Kalli Quinn	Director, Female National Teams
Al Smith	Director, Financial Services
Aaron Wilson	Director, Creative Services/Brand
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*Todd Jackson	Senior Manager, Insurance/Membership Services
*Dale Ptycia	Senior Manager, Licensing
Derek Amalfa	Manager, Ticket Services
Todd Anderson	Manager, Officiating
Adam Barrie	Manager, Human Resources
Kevin Bathurst	Manager, School Programs
Jeff Beck	Manager, Marketing Services and Events
Derek Blais	Manager, Hockey Operations/National Teams
Andrew Brewer	Manager, National Teams Video
Shawn Bullock	Manager, Hockey Operations/National Teams
Craig Cameron	Manager, Website

Adam Crockatt Manager, Hockey Operations/National Teams Francis Dupont Manager, Media Relations/Communications Blair Foursha Manager, Financial Services Manager, Hockey Operations/National Teams Meghan Hunter Linda Liepert Manager, Travel Johanne Poitras-Brien Manager, Translation/Language services Trina Radcliffe Manager, Female Development Leslev Reddon Manager, Hockey Operations/National Teams Manager, Development Programs Greg Robertson Jennifer Robins Manager, Video/Photography Services Rvan Robins Manager, Marketing Services and Events \*Brvan Swain Manager, Marketing Services and Events Chinh Vu Manager, Information Technology **Janice Wasilew** Manager, Membership Services Kevin Webster Manager, Event Operations **Riley Wiwchar** Manager, Marketing Services and Events \*Chantal Desjardins Senior Coordinator, Licensing \*Jayne Livingston Senior Coordinator, Insurance Programs Robin McDonald Senior Coordinator, National Teams \*Fli Allard Coordinator, Help Desk Ottawa Jared Anderson Coordinator, Website Michael Bara Coordinator, Development programs \*Guillaume Beauchesne Coordinator, Help Desk Ottawa \*Guv Belair Coordinator, Help Desk Ottawa David Brownrigg Coordinator, Shipping/Receiving **Jacinthe Carswell** Coordinator, Membership Services/Administration/Operations Norm Dueck Coordinator, Special Projects \*Isabelle Dupuis Coordinator, Insurance Programs Kelly Findley Coordinator, Graphic Design Keegan Goodrich Coordinator, Media Relations Jill Hamilton Coordinator, Marketing Services and Events **Dianne Haves** Coordinator, International Accounting Denise Ho Coordinator, Graphic Design Coordinator, Hockey Canada Foundation Jenna Karpoff Azadeth Khademnia Coordinator, Finance Melanie Korody Coordinator, Accounts Receivable Anne-Marie Lafave Coordinator, Development lason LaRose Coordinator. Content Services Coordinator, Translation Services Eric Lavoie Coordinator, Female National Teams Amber Lesage Kristen Lipscombe Coordinator. Communications Kate Middlebrook Coordinator, Marketing Services and Events Coordinator, Development **Bayne Pettinger** lennifer Sadler Coordinator, Website

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Jamie Wensley	Coordinator, Video/Photography Services
TBD	Coordinator, Accounts Payable
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Trisha Erb	Executive Assistant
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Kevin Prendergast	Head Scout, Men's National Team Programs
* Even Debs	HCR-Senior Programmer
*Kevin Guertin	HCR-Junior Programmer
*Michel Latulippe	HCR-Senior Programmer
*Joseph Morin	HCR-Senior Programmer
*Richard Steeves	HCR-Senior Programmer

### 2013 WORLD WOMEN'S CHAMPIONSHIP

Valerie Hughes Viviane Lafontaine Brodie O'Keefe Jenn White General Manager Manager, Services and Ticketing Manager, Operations Assistant

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### HOCKEY CANADA REGIONAL CENTRE STAFF

HCRC Ontario Darryl Boynton HCRC Quebec Ludovic Lord

Manager, HCRC Ontario

Manager, HCRC Québec

### AFFILIATED ORGANIZATIONS

#### **Aboriginal Sport Circle**

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#### **Canadian Armed Forces**

66 Slater Street Ottawa, ON K1A OK2 forces.gc.ca

#### **Canadian Ball Hockey Association**

56 Pennsylvania Ave., Unit 5 Concord, Ontario L4K 3V9 cbha.com

#### **Canadian Inter-University Sport**

801 King Edward, Suite N205 Ottawa, ON K1N 6N5 universitysport.ca

#### **International Ice Hockey Federation**

Rene Fasel, President IIHF Brandschenkestrasse 50 Postfach 8039 Zürich, Switzerland iihf.com

#### **National Hockey League**

1251 Avenue of the Americas New York, NY 10020-1198 nhl.com

#### National Hockey League Player's Association

20 Bay Street, Suite 1700 Toronto, ON M5J 2N8 nhlpa.com

#### National In-line Hockey Association -Canada Box 931

Red Deer, AB T4N 5H3

#### The Canadian Deaf Ice Hockey Federation

1244 Underwood Drive Mississauga, ON L4W 3L1 cdihf.deafhockey.com

#### The Canadian Amputee Hockey Committee canadianamputeehockey.ca

HockeyCanada.ca

**HOCKEY CANADA** 

# ARTICLES BY-LAWS REGULATIONS HISTORY

### ARTICLES

# PART I : ARTICLES

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

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

AND WHEREAS Hockey Canada represents Canada internationally;

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

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

NOW THEREFORE be it enacted:

### ARTICLE ONE

#### NAME OF THE ASSOCIATION

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

### **ARTICLE TWO**

#### STATUS OF THE ASSOCIATION

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

### ARTICLE THREE

### **OBJECTS**

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

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

### ARTICLE FOUR

### MEMBERSHIP

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

### ARTICLES

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

### MEMBER BRANCHES

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

Ontario and the Ottawa and District Hockey Association, and also including the town of Gananoque and of that portion of the County of Leeds West of Highway No. 32 and South of Highway No. 15.

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

### ARTICLES

#### ASSOCIATE MEMBERS

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

### **ARTICLE FIVE**

### AMENDMENTS TO THE ARTICLES

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

### **ARTICLE SIX**

### AMENDMENTS TO BY-LAWS AND REGULATIONS

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

# PART II : BY-LAWS

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

### **BY-LAW ONE**

#### MEMBERSHIP

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

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

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

### **BY-LAW TWO**

### SUSPENSION AND EXPULSION OF BRANCHES

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

### SUSPENSION OF MEMBERS

- 201. Without limiting or restricting the generality of anything elsewhere contained in the Articles, By-Laws, Regulations, Policies and Playing Rules, and without derogating from any of the specific or general powers of the Board of Directors any breach or violation by any member or individual of any provision of the Articles, By-Laws, Regulations, Policies and Playing Rules, or of any decision or ruling of the Board of Directors shall:
  - Automatically, upon the Chief Financial Officer giving notice thereof, result in immediate indefinite suspension from membership;
  - Therefore, immediate indefinite suspension from participation in all games or activities of any kind sponsored or organized by this Association or by any of its Branches.

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

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

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

#### **BY-LAWS**

### **BY-LAW THREE**

### DUES

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

### **BY-LAW FOUR**

### THE OFFICERS, THEIR AUTHORITY AND RESPONSIBILITIES

- a. The Officers of this Association shall be the Chair of the Board, Immediate Past Chair, Executive Vice-Chair, five (5) Vice-Chairs at-Large, and the President (non-voting).
  - b. Full time or part time employees of a Branch shall not be eligible for election as Officers of this Association.
  - c. The Chair of the Board, the Executive Vice-Chair, and the five (5) Vice-Chairs at-Large shall be elected for a term of two (2) years. The voting for the Chair of the Board and for the Executive Vice-Chair shall require separate ballots. For each of these two (2) positions, election requires a majority of the votes cast. If more than two (2) candidates are seeking election for one (1) of these two (2) positions, then the candidate who obtains the fewest votes is declared defeated. Voting continues until the required majority is obtained.
  - d. The five (5) Vice-Chairs at-Large shall be elected from among all the candidates seeking election to this office. The election of the five (5) Vice-Chairs at-Large shall be conducted as follows:
    - i) The names of all candidates shall appear on a single ballot which shall be distributed to all of those individuals eligible to cast a vote in the election of Officers. The five (5) successful candidates will be those whose plurality results exceed the results of any other candidates. If a tie exists between two (2) or more candidates for the fifth Vice-Chair at-Large position, then a second ballot on which will be named those individuals who were tied, will be held, and the voting delegates will cast their votes to determine the winner for that final Vice-Chair at-Large position. A ballot showing support for more than five (5) candidates or less than five (5) candidates will be declared a spoiled ballot.
    - e. Officers, upon taking office, shall divest themselves, within thirty (30) days, of any active executive position within a Branch, Association, League, Team or Minor Hockey Association, effective with the May 2011 elections.
- 401. a. The Chair of the Board shall preside at all meetings of the Association, of the Board of Directors, and of the Management Committee. He shall perform the duties that are usual to the office of the Chair of the Board including to order the calling of meetings of the Association or its Committees and Councils.

The Chair shall be the official representative of Hockey Canada to the Annual General Meeting of the International Ice Hockey Federation.

b. The Chair of the Board shall exercise all duties and powers of the Board of Directors when, in the case of emergency, it is impractical for the Chair of the Board to obtain a vote of the Board of Directors or to use the provisions of By-Law 501 (f).

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

Provided that the Chair of the Board or designate is satisfied that such player, coach, manager, club, team, member or individual has committed such breach or violation. Such suspension will be automatically and continuously effective until dealt with by the Officers who shall deal with such suspension within fifteen (15) days. Such suspension shall result in the penalties outlined in By-Law TWO.

- e. The Chair of the Board or designate shall have the power to impose such suspension in respect of any incident which may occur at any time whether having to do with a game of any kind (exhibition or regularly scheduled) or otherwise.
- 402. The Executive Vice-Chair shall, in the absence of the Chair of the Board, have all the authority and perform all the duties of the Chair of the Board.
- 403. a. The President shall be appointed by the Board of Directors of the Association and be answerable to the Board of Directors. The appointment of the President by the Board shall constitute an election by acclamation. The President is responsible for the day-to-day operations of the Association with authority as delegated by the Chair of the Board. When referring to the Hockey Canada President in the Articles, By-Laws, Regulations, Policies and Playing Rules, the term President may refer to the President's designate.
  - b. The salary of the President shall be negotiated with a sub-committee of the Officers of this Association.
  - c. The President shall not have a vote at any meetings of this Association.
  - d. The President shall represent Hockey Canada on matters involving the government, professional hockey and public relations. The President shall attend all meetings designated by the Chair of the Board.
  - e. The President of this Association shall be a representative of Hockey Canada to the Annual General Meeting of the International Ice Hockey Federation. The expenses

of the Chair of the Board and the President shall be paid by this Association. In case the Chair of the Board and/or the President is unable to attend, the decision as to who shall represent either or both shall be made by the Officers.

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

#### **BY-LAWS**

e. The Chief Financial Officer may delegate some duties to a designated person only with the prior approval of the Board of Directors. Any persons so delegated shall be insured by a fidelity bond of not less than twenty-five thousand dollars (\$25,000).

### **BY-LAW FIVE**

#### STANDING COMMITTEES

- 500. The Standing Committees and Councils shall be: Board of Directors Hockey Councils Female Council Hockey Development Council Junior Council Minor Council Senior Council
- GOVERNANCE COMMITTEE GROUP Governance Committee

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

- RISK, CONDUCT and SAFETY COMMITTEE GROUP Insurance Committee Parent Education Committee Risk, Conduct and Safety Management Committee
- MANAGEMENT COMMITTEE GROUP
  - Finance Committee Foundation Committee Management Committee Marketing Committee National Championship and Events Committee Technology Committee

#### HIGH PERFORMANCE COMMITTEE GROUP

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

- 501. Board of Directors
  - a. The Board of Directors shall consist of the Officers of this Association; the Presidents of the Branches comprising this Association; the Representative of the Canadian Hockey League; this Association's Council Representatives from the Senior Hockey Council, Junior Hockey Council, Minor Hockey Council, Female Hockey Council and Hockey Development Council; a Female Athlete Representative and a Male Athlete Representative. In the absence of any Branch President, the alternate shall be a member of that Branch Executive duly appointed by their own members. This Association's Chair of the Board of Directors, who will have no voting privileges nor will they be permitted to speak, unless permission is obtained from the Chair.
  - b. The members of the Special Advisory Council to the Board are the Hockey Canada Foundation Representative, the NHL Representative, the NHLPA Representative, the CIS Representative, the Disabled Athlete Representative, the Association's Referee-in-Chief, and the International Director (as appointed by the Officers). These members, who have non-voting status, are entitled to attend and to take part in the Annual General Meeting or any other meeting of the Board of Directors.
  - c. Each annual term of office for the Board of Directors will commence on June 1 and will conclude on May 31.
  - d. Any Officer vacancy will be filled by the Board of Directors. Any vacancy in the position of Referee-in-Chief or in the position of International Director will be appointed by the Officers. All other vacancies will be filled by the affected Branch, Council or Association.
  - e. Any member may at any time, by registered letter addressed to the Chief Financial Officer of this Association, signed by the President and Secretary of such Branch, withdraw its representative, provided that another representative be, at the same time, substituted for the one withdrawn.
  - f. A majority of the Officers of this Association shall constitute a subcommittee of the Board of Directors which shall have authority to exercise the powers and duties of the Board of Directors when it is impractical to have a meeting of all of the said members. It being understood that such actions as they may take must be referred to the complete Board for approval or rejection at the next Board of Directors meeting. It is understood that simple Approval of the Officers' minutes does not replace the requirements of By-Law ELEVEN.
- 502. Board of Directors: Authority and Responsibilities.

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

 To formulate, prescribe, alter and amend By-Laws, Regulations and Playing Rules for the governing of this Association, not inconsistent with the scope and provisions of its Articles, and in general, to make rulings or decisions on any matter brought before it from any source.

- b. To grant or refuse applications for Branch membership in this Association.
- c. To impose and enforce appropriate penalties for any violation or breach of the Articles, By-Laws, Regulations, Policies or Playing Rules of this Association or for any violation or breach of any decision or ruling of the Board of Directors (which penalties shall be in addition to the automatic suspension set out in By-Law 201).
- d. To remove or remit, on such terms and conditions as it may deem fit, any suspension or penalty that has been imposed by this Board, or by any of the Branches of this Association, or by operation of any of the provisions of these By-Laws.
- e. To adjudicate all disputes between Branches.
- f. To appoint the President.
- g. By a two-thirds (2/3) vote to forthwith remove from office any member of the Board of Directors who by being remiss or neglectful of duty or by exhibiting conduct tending to impair his usefulness as a member of the Board shall be deemed to have forfeited his position.
- h. To declare vacant the position of any office or member of the Board of Directors who shall cease to be a delegate or when the Branch or organization that individual represents ceases to be a member.
- i. To fill the vacancy upon this Board caused by the resignation, expulsion or withdrawal of the Branch represented by such member.
- j. To manage the handling of special or specified business, to appoint or employ committees, sub-committees, trustees or other individuals, and to fix the remuneration thereof, and to discharge or remove the same at any time.
- k. To supervise the collection of the fees and funds of this Association and the expenditure of money.
- I. To solely, finally, absolutely and exclusively, to establish and define the rules and laws of amateur hockey in Canada.
- m. To solely, finally, absolutely and exclusively, to interpret, construe, define and explain all the provisions of the Articles, By-Laws, Regulations, Policies and Playing Rules. All members and individuals shall accept as final and binding, all such interpretations, constructions, definitions and explanations given or made by the Board of Directors.
- n. To call any necessary special meetings of this Association and to fix the time and place of such meetings not fixed by the Articles.

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

the male and female athlete representatives; and two (2) non-voting members as approved by the President.

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

- iv) To monitor the needs of the Division at any level, and work in co-operation with the Hockey Development Council and any Hockey Canada special committee needs in addressing such needs.
- v) Senior Council will monitor and advise with respect to the Hockey Canada Adult Rec (HCAR) program.
- vi) Hockey Development Council will:
  - foster and encourage a development approach to the teaching of the game;
  - · lead, coordinate and implement research and development projects;
  - · recommend new directions and programs;
  - monitor the implementation and delivery of new and current programs by collaborating with Hockey Canada Branches and Hockey Canada Regional Centres.

### **GOVERNANCE COMMITTEE GROUP**

- 505. Governance Committee
  - a. The Governance Committee shall be composed of a minimum of six (6) members. The Chair shall be an Officer appointed by the Chair of the Board. The other members will be appointed by the Chair of the Board in consultation with the President of Hockey Canada.
  - b. It shall be the duty of the Committee to:
    - Review the Articles, By-Laws, Regulations and Policies and to prepare any required Notices of Motion;
    - ii) Review Notices of Motion submitted by members of the Board of Directors;
    - iii) Act in an advisory capacity to the Board of Directors in matters relating to the Articles, By-Laws, Regulations, and Policies.
- 506. National Appeals Committee
  - a. The National Appeals Committee shall be composed of an odd number of members, with the minimum being three (3) members. The Chair of the Board will appoint the members of the Committee, including the Committee Chair.
  - b. It shall be the duty of the Committee to rule upon appeals submitted to it in accordance with By-Law TWELVE.
- 507. Nominating Committee
  - a. At the Fall Board Meeting of this Association, a Nominating Committee consisting of two (2) Branch Presidents and the Past Chair of the Board, who shall act as the Chair, shall seek nominations for the following positions: Chair of the Board,

#### **BY-LAWS**

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

- b. Such nominations shall be filed with the Chief Financial Officer at least ninety (90) days prior to the Annual General Meeting, and all Branches will be provided with a list of those nominated for office.
- c. Additional nominations for the positions listed may be made in writing by a Branch of this Association, and the nominations must be in the hands of the Chief Financial Officer at least forty-five (45) days prior to the Annual General Meeting.
- d. A person may only be nominated and seek election only as an Officer or a Council Representative. Defeat in an election for office as an Officer, does not disqualify a candidate from seeking election to a subsequent office as an Officer, to which he has been properly nominated. Each Branch shall be furnished with a final list of those nominated for office, on the next business day following the closing of nominations.
- e. To be eligible as a candidate for election as an Officer or a Council Representative a person must be nominated by his own Branch and have served on the Hockey Canada Board of Directors, or on a Standing Committee/Council of Hockey Canada for at least one (1) year. An incumbent seeking re-election does not require a letter of support.
- f. An incumbent Officer or a Council Representative seeking election to higher Office must have his nomination endorsed by a Branch.
- 508. Officiating Policy Committee
  - a. The Officiating Policy Committee (OPC) shall be composed of a maximum of six (6) members. The Chair shall be an Officer appointed by the Chair of the Board. The other five (5) members shall be the Hockey Canada Referee-in-Chief and four (4) other members, of which at least one (1) will be a Branch Referee-in-Chief, who would be appointed by the Chair of the Board. The work of the Committee will be supported by the Hockey Canada Manager of Officiating and by the Hockey Canada Director of Development.
  - b. It shall be the responsibility of the Committee to :
    - i) recommend Strategic Direction and Objectives for all aspects of Officiating;
    - ii) establish and recommend Officiating Policies;
    - iii) conduct a regular review of the Playing Rules and of rule interpretations;
    - iv) organize the Referee-in-Chiefs' Annual Meeting;
    - v) approve National and International Officiating assignments;
    - vi) distribute minutes of each OPC meeting to each Branch Referee-in-Chief;
    - vii) report through the Officers to the Board of Directors.

#### 509. Resolution Committee

- a. The Resolution Committee's duty shall be to review, report and/or recommend all matters referred to it through Notices of Motion, duly filed with the President, as well as other matters properly submitted to the Board of the Directors.
- b. The Resolution Committee shall consist of the Executive Vice-Chair of this Association as Chair and the Branch Presidents, each of who shall be entitled to one (1) vote. In the absence of a Branch President, the said Branch shall be represented by an alternate delegate. Each Branch shall be permitted one (1) additional representative who will have no voting privileges, and may be permitted to speak only at the sole discretion of the Chair. Other Branch representatives may be permitted to attend as observers only.
- c. All matters which have been duly filed with the President as a Notice of Motion shall be discussed by the Resolution Committee without the necessity of a seconder to the motion.
- 510. Strategic Planning Committee
  - a. The Strategic Planning Committee shall be composed of eight (8) members. The Chair shall be an Officer appointed by the Chair of the Board. The other members shall be four (4) appointed by the Chair of the Board and the three (3) Vice-Presidents.
  - b. It shall be the duty of this Committee to lead and monitor the strategic planning process and recommend to the Hockey Canada Board of Directors a yearly Strategic Plan.

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

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

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

### MANAGEMENT COMMITTEE GROUP

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

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

- 515. Management Committee
  - a. The Management Committee shall consist of the entire slate of Officers.
  - b. It shall be the duty of this Management Committee to regulate the financial, personnel and administrative management of this Association subject to the approval of the Board of Directors.
  - c. It shall be the duty of this Management Committee to examine any question arising out of the finances of this Association, or of any Branch and to recommend to the Board of Directors any course of action which may be deemed advisable.
  - d. The Chair of the Board may refer any matter considered appropriate to the Management Committee for study and recommendation.
- 516. Marketing Committee
  - a. The Marketing Committee shall be composed of four (4) members. The Chair shall be an Officer appointed by the Chair of the Board. The other three (3) members will be the Chief Operating Officer and two (2) other members appointed by the Chair of the Board.

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

### HIGH PERFORMANCE COMMITTEE GROUP

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

### **BY-LAWS**

- 521. Sledge Hockey Policy Committee
  - a. The Sledge Hockey Policy Committee shall be composed of five (5) members. The Chair shall be an Officer appointed by the Chair of the Board. The other members shall be appointed by the Chair of the Board.
  - b. It shall be the duty of this Committee to recommend policy and direction to the Hockey Canada Board of Directors for the Sledge Hockey Program.
- 522. Women's International Policy Committee
  - a. The Women's International Policy Committee shall be composed of four (4) members. The Chair shall be the Officer responsible for Female hockey. The other three (3) members will be the Female Council Representative, a member appointed by the Hockey Canada Chair and the Hockey Canada Vice-President, Hockey Operations. The Hockey Canada Chair will be an ex-officio member of this Committee.
  - b. It shall be the duty of this Committee to recommend policy and direction to the Hockey Canada Board of Directors for Female High Performance Programs.

# **BY-LAW SIX**

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

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

### **BY-LAWS**

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

# BY-LAW SEVEN

### VOTING

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

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

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

# **BY-LAW EIGHT**

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

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

### **Qualification for Nominations**

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

### Method of Election

- 802. a. The election of candidates shall take place in even numbered seasons (e.g. 2009-2010) during the Semi-Annual Meeting of this Association.
  - b. The quota of elected honoured members shall not exceed two (2) for a given selection year.

### **Nomination of Candidates**

- 803. a. In September of each even numbered season (e.g. 2009-2010), a Life Membership Bulletin will be sent to the Selection Committee members advising them that nominations for election to the Hockey Canada Life Membership are open until thirty (30) days prior to the next Semi-Annual Meeting.
  - b. Nominations shall be made in writing and must be filed with the secretary of the Life Membership Selection Committee. All nominations to be date stamped when received and acknowledged in writing.
  - c. Individual members of the Board of Directors may nominate one (1) candidate. Each candidate must be endorsed by four (4) Branches.
  - d. Notwithstanding the above, once a Branch has submitted and/or appears as the endorser of any other nominations, that same Branch may not nominate any other candidate nor endorse any other nominations.

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

### **Meeting Procedures**

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

### **Election of Honoured Members**

- 805. a. Each ballot will list the name(s) of the candidates. Beside each candidate's name will be a "YES" box and a "NO" box. The number of ballots to be distributed will equal the number of eligible "votes" that are present and ready to conduct business. On each ballot, a maximum of two (2) candidates may be supported for Life Membership.
  - b. The ballots shall be collected, counted, and the results announced. To be elected, a candidate requires at least seventy-five percent (75%) of the eligible votes that were cast.
  - c. Life Members shall have the privileges of the Board of Directors in an advisory capacity; but they shall not be permitted to vote. Expenses of the Life Members shall be paid to Annual Meetings only.

- d. Life Membership is the highest and most prestigious award that may be bestowed by Hockey Canada.
- e. The awarding of a Life Membership is regarded as a very significant decision.
- f. It is important to uphold the highest possible standard when selecting individuals worthy of Life Membership.

### **BY-LAWS**

### **BY-LAW NINE**

### FINANCIAL

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

### **GROWTH FUND**

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

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

### **BROADCASTING AND TELEVISION FEES**

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

### DELEGATE'S EXPENSES

- 906. a. The expenses of the Officers of this Association, the CHL Representative, the Council Representatives of this Association, the Female and Male Athlete Representatives, the International Director and the Hockey Canada Referee-in-Chief shall be paid to attend any meeting requiring their attendance, as determined by the Chair of the Board, but shall always include the Annual Meeting of this Association, meetings of the Board of Directors and meetings of any Council of which they are a member. Payment shall be made as approved in Hockey Canada's financial policies.
  - b. The expenses of two (2) delegates from each Branch to attend the Annual General Meetings of this Association and one (1) representative from each Branch to attend meetings of the Board of Directors and one (1) representative per Branch per Council to the Annual Meetings of the Councils shall be paid. Payment shall be made as approved in Hockey Canada's financial policies.

# **BY-LAW TEN**

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

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

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

- d. The National Appeals Committee (NAC) acting in stead of the Board may provide for special dispensation from the Constitution, By-Laws, and Regulations. Any decision as to what qualifies for special dispensation shall rest solely with the National Appeals Committee in its absolute unfettered discretion, and the decision of the National Appeals Committee on special dispensation shall be final and binding upon all parties. Each decision of special dispensation will be made on its individual merits.
- 1006. All provisions, paragraphs, sub-paragraphs, sections and terms of the Articles, By-Laws, Regulations, Policies and Playing Rules shall be deemed to be severable one from the other, and if such provision, paragraph, sub-paragraph, section or term is ever found or declared by competent authority to be void or invalid, same shall be deemed to be stricken from the Articles, By-Laws, Regulations, Policies or Playing Rules, as the case may be, without affecting the validity of any other provision, paragraph, sub-paragraph, sub-paragraph, section or term.
- 1007. Membership in Hockey Canada and its constituent bodies is purely voluntary. However, application for and/or acceptance of membership entails acceptance by such constituent bodies, players, members, individuals and the parents or legal guardians thereof, of the final and binding authority of all rules and decisions of the Board of Directors of Hockey Canada (and/or any sub-committees thereof), adherence to and observance of the Articles, By-Laws, Regulations, Policies and Playing Rules of Hockey Canada and acceptance of and subscription to such insurance coverage and participant membership fees as may be approved and made mandatory from time to time by the Board of Directors of Hockey Canada (and/or any sub-committees thereof).
  - a. Any recourse to the courts of any jurisdiction by, on behalf of, or for the benefit of, any member, prior to the exhaustion of all rights, remedies and rights of appeal under the Articles, By-Laws, Regulations, Policies and Playing Rules of Hockey Canada shall be a violation and breach of the Articles, By-Laws, Regulations, Policies and Playing Rules of Hockey Canada. One of the penalties for which shall be the automatic and indefinite suspension of such member from Hockey Canada, including all activities and games played under the jurisdiction of Hockey Canada or any of its constituent bodies.

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

### **BY-LAWS**

### **BY-LAW ELEVEN**

### AMENDMENTS

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

- b. Changes to the Playing Rules of this Association will only be considered at the Association's Semi-Annual meeting held in even numbered seasons (e.g. 2011-2012). The presentation of such proposed rule changes for review by the Board of Directors shall be at an Annual General Meeting that occurs in an odd numbered season (e.g. 2010-11).
- 1103. Notwithstanding By-Law 1101 and 1102, the giving of the notice provided therein may be waived at any meeting of the Board of Directors by a two-thirds (2/3) majority vote of the meeting.
- 1104. Any amendment or change in the Articles, By-Laws, Regulations, Policies or Playing Rules of this Association shall automatically amend or change the Articles, By-Laws, Regulations, Policies or Playing Rules of each Branch member of this Association in accordance therewith.
- 1105. Any change in the Articles, By-Laws, Regulations, Policies and/or Playing Rules, which has been adopted, amended or revised in the manner herein set forth, shall not be negated by reason of any error or omission which may occur in the periodic printing of the Articles, By-Laws, Regulations, Policies and/or Playing Rules of this Association.
- 1106. Notices of Motion may only be submitted by the Officers, each Hockey Canada Council Representative and Branches through their respective office.
- 1107. A vote of the Officers or the Board of Directors cannot be taken to change or amend the Regulations other than at the Annual General Meeting or Board of Directors' meeting, or at the request of three (3) Branch Presidents.

# **BY-LAW TWELVE**

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

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

#### Appeal of a Branch Decision

- 1201. Any member of a Branch of Hockey Canada shall have the right to appeal to Hockey Canada when the Branch to which the member belongs makes a ruling directly affecting such member, where:
  - Such decision is in conflict with the Branch or Hockey Canada's Articles, By-Laws or Regulations;
  - b. The Branch committed a procedural error, or failed to provide the aggrieved party with a fair hearing; or
  - c. The Branch did not have the authority or jurisdiction to make the decision.
- 1202. In the event of any dispute, difference or question arising from a Hockey Canada or Branch decision, and where a right to appeal is granted under the Articles, By-Laws, Regulations, Policies and Playing Rules, the procedures as outlined herein, shall be the recourse available to any member or individual dissatisfied with such decision.
- 1203. An appeal shall:
  - Be brought within seven (7) days of the written decision of the Branch appealed from;
  - b. Be in writing;
  - c. Describe, in numbered paragraphs, the decision appealed from, the grounds for appeal, and the relevant facts. Pertinent documents, if any, shall be attached; and
  - d. Be filed, with proof of delivery to the Branch, with the Office of the President of Hockey Canada, together with a cash payment or certified cheque payable to Hockey Canada in the amount of two hundred and fifty dollars (\$250.00); and a non-refundable administrative fee of fifty dollars (\$50.00).
- 1204. Hockey Canada shall forward a copy to the Branch which rendered the decision. The Branch shall respond to the appeal:
  - a. Within seven (7) days of receipt of the appeal from Hockey Canada;
  - b. In writing;
  - c. By describing, in numbered paragraphs, the position of the Branch including the grounds for the decision appealed from, and the facts supporting the decision.

Pertinent documents, if any, shall be attached;

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

### **Registration Appeals**

1207. An appeal may be filed with Hockey Canada in disputes involving:

- a. An Inter-Branch transfer; or
- A refusal by a team to release a player for purposes of an Inter-Branch transfer or International transfer to another IIHF Federation.

When a player has registered for the current season, he may not appeal under this regulation to secure his release and/or Inter-Branch transfer, USA Hockey transfer or an International transfer.

- 1208. All Registration appeals must be accompanied by the following:
  - a. Notice of Appeal form;
  - b. Detailed rationale for appeal;
  - c. Release from former team, where applicable;
  - d. Letter of Approval from parents (for U18);
  - e. Verification of school registration or exchange, when available;
  - f. Appropriate transfer form;
  - g. Parent Acknowledgement form; and
  - Required fee of two hundred and fifty dollars (\$250.00); and a non-refundable administrative fee of fifty dollars (\$50.00).

This fee does not include the Inter-Branch transfer, USA Hockey transfer or International transfer fee if a request for either is part of the appeal.

1209. The Branch to which the player wishes to transfer shall file the appeal setting fully the grounds therefore, with the Manager, Regulations of Hockey Canada; and shall give

### **BY-LAWS**

notification of such appeal, and grounds therefore, to the Executive Director of the Branch which the player desires to be transferred.

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

### **Other Appellate Jurisdiction**

- 1214. If a team requires special assistance through any unusual situation which develops, that team may appeal to the National Appeals Committee to obtain imports in addition to the number of imports allowed under Regulation K.26, provided:
  - The appeal is submitted with the written consent of its Branch accompanied by majority consent of the league in which the team operates;
  - b. No such assistance may be granted after January 10 in any year;
  - 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 not later than February 10.
- 1215. Notwithstanding restrictions referred to in any other regulations, the National Appeals Committee shall have the right to hear any appeal received on behalf of any team or individual concerning residential qualifications as stated in Regulation F.4, teams

playing in other jurisdictions as stated in Regulation B.9 and replacements for players turned professional under Regulation K.31. Such appeals must be filed in strict compliance with appeal procedures as set out in By-Law 1201-1206.

- 1216. Notwithstanding By-Law 1209, any registered player in regular full-time attendance at a recognized university or college who has failed to meet the academic standard at such university or college at mid-term in the current season, may appeal to secure his release and/or Inter-Branch transfer under By-Law 1207-1213 inclusive, as provided for in Regulation H.8 (i).
  - a. Such player may only be registered by February 10 with the last team or club with which he was registered prior to registering at the aforementioned university or college.
- 1217. All appeals under By-Law 1214-1216 must be accompanied by a fee of two hundred and fifty dollars (\$250.00); and a non-refundable administrative fee of fifty dollars (\$50.00). This fee does not include the Inter-Branch transfer, USA Hockey transfer or International transfer fee if a request for either is part of the appeal.

### **Hearing Process for Appeals**

- 1218. The National Appeals Committee shall conduct all hearings in the manner in which it sees fit, including but not limited to written presentations only, teleconferences, or face to face hearings.
- 1219. The decision of the National Appeals Committee shall be transmitted to any party to the hearing within forty-eight (48) hours from the time of decision. The report of the National Appeals Committee shall be limited to whether the appeal has been:
  - a. allowed, with any conditions;
  - b. disallowed;
  - c. referred back to the Branch; or
  - d. declared not within the Committee's jurisdiction.

No other information shall be provided.

- 1220. After a decision, the National Appeals Committee shall be granted the right to reconsider a decision once if any of the interested parties to the decision provide to the National Appeals Committee new information that was not available to a party at the date of the original decision. In order to determine if the National Appeals Committee shall reconsider any decision made by it, the National Appeals Committee must first determine that the new information was not available to the interested party at the time of hearing. The decision as to whether new information does exist shall rest solely with the National Appeals Committee, and it shall not be subject to review.
- 1221. The National Appeals Committee shall be further granted the right to determine whether or not statements made by any interested party to an appeal were misleading

### **BY-LAWS**

or false. In the event that any interested party has provided such information, the National Appeals Committee, in its unfettered discretion, may rescind, or vary any order made by it, and recommend to the Chair of the Board that disciplinary action be considered against said member as set forth herein.

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

# **BY-LAW THIRTEEN**

### **CONFLICT OF INTEREST GUIDELINES**

- 1300. A potential conflict of interest is deemed to arise when a member of either the Hockey Canada Board of Directors or a Hockey Canada Council is involved:
  - a. As a member of an amateur hockey association, team or league;
  - In receiving remuneration of any amount for any position of an amateur hockey association, team or league;
  - c. In holding any position in an amateur hockey association, team or league.

1301. When a potential conflict is deemed to have arisen, the member involved:

- a. Shall immediately notify the Board of Directors and Officers;
- b. Shall not participate in discussion and shall absent himself from the meeting when any item is being discussed by the Board of Directors or any of its councils or committees which the presiding chair considers a conflict;
- c. Shall not solicit information on any such item; and
- d. Shall not be provided any information on any such items by any committee, council, Board member, Officer or employee.
- 1302. Any person seeking election as an Officer or as a Council Representative shall declare any conflict of interest in advance of seeking election to such office. An Officer shall not participate in discussing an item, and shall absent himself from the meeting when the presiding Chair considers that the Officer has a potential or actual conflict of interest with respect to that item.

# **PART III: REGULATIONS**

## **IMPORTANT DATES TO REMEMBER**

### AUGUST 15

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

### SEPTEMBER 1

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

### DECEMBER 1

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

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

### **DECEMBER 15**

Final date for filing of team affiliations. E.32

### **JANUARY 10**

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

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

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

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

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

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

### **JANUARY 15**

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

### FEBRUARY 10

Final player registration date. F.17

Final date for player transfers. K.1

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

### DEFINITIONS A

# 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:

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

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

### DEFINITIONS A

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

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

# **B. COMPETITION**

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

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

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

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

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

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

### **COMPETITION** B

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

### TEAMS PLAYING IN OTHER JURISDICTIONS

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

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

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

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

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

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

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

### PENALTIES FOR INTER-BRANCH PLAY

17. An initial commitment, by each Branch, to compete in a Regional and National Championship as applicable in the following season, must be made at each Annual General Meeting of this Association. In addition to the initial commitment referred to

### **COMPETITION** B

above, a written commitment from each Branch must be received by the President no later than November 1 of the current season (October 1 for the Major Senior AAA Male Championship).

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

26. Any team which dresses less than thirteen (13) skaters and two (2) goaltenders in any game during a National Championship competition shall not be entitled to any per diem allowance for that game, unless such player shortage is caused by circumstances beyond the control of the team or Branch.

### VARIATIONS FOR MINOR HOCKEY

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

### VARIATIONS FOR JUNIOR HOCKEY

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

### BRANCH EXECUTIVE DIRECTOR'S RESPONSIBILITIES

- 33. Before the opening of the Branch final series, the Branch Executive Director shall certify and forward a complete listing of all registered players that are eligible to play for the Branch representative (see Regulations B.30 and B.32) including its specially affiliated players, players registered with its lower Division or category club teams and/or the affiliated team, if any, to the President of Hockey Canada.
- 34. This listing shall also indicate which of the team's players are imports.
- 35. The Hockey Canada local representatives will exchange their lists before the beginning of each Inter-Branch series in which they are involved.

### **COMPETITION** B

- 36. The conduct and regulation of competition in the various Divisions within the Branch shall be under the control and direction of the Branch Executive Committee.
- 37. A Senior team, before entering Inter-Branch competition, shall be permitted to select from among the goaltenders within its Branch, one (1) additional goaltender. Any goaltenders so recorded shall be eligible to compete in any Inter-Branch game. Once named, this goaltender may not be replaced, unless Regulation B.41 applies. No import goaltender shall be selected who will exceed the team's import allotment as provided in Hockey Canada Regulation K.26 (a). The Branch Executive Director will forward the name of the one (1) additional goalkeeper the Branch representative has selected to the President of Hockey Canada.
- 38. Hockey Canada allowance for transportation and other expenses are intended to include two (2) goaltenders, which are properly registered and are eligible under Hockey Canada regulations. Inter-Branch play-off teams are responsible to see that two (2) goaltenders are with the team at all times and completely dressed. When the services for a third goaltender are required, additional traveling expenses for this goaltender may be provided at the discretion of the Hockey Canada Officer in charge of the series. Notwithstanding Regulation B.40, where it is impossible under the present regulations to have two (2) goaltenders dressed for play-off games in Inter-Branch competition, a Senior team may apply for special assistance to the Officers of this Association. Regulations B.37 and B.38 do not apply to Minor hockey teams.
- 39. Hockey Canada approves of Inter-Branch competitions for teams in those Divisions/ categories other than those which must participate in National Championship competitions if two (2) or more Branches wish to do so, and providing the President of Hockey Canada is informed prior to the commencement of any series, and there is no financial responsibility to Hockey Canada. Such competitions shall be under the control and direction of the Presidents of such Branches.
- 40. Any exception to the preceding regulations in B, which concern Inter-Branch competitions, must be submitted for approval at each Annual General Meeting of this Association, which precedes the competitions.
- 41. When a goaltender has been loaned to a Program of Excellence Regional or National team, or a provincial Canada Winter Games Team and an affiliate goaltender is not available to the loaning team, the Branch may approve a replacement goaltender under similar provisions to those used for an injured goaltender. (See Regulations B.42-44)
- 42. No replacement can be made for any ill or injured player, except the goaltender (Does not apply to goaltenders in Junior A Regional and National Championships). In competition within the Branch or during Inter-Branch competitions a replacement may be permitted for a goaltender who is ill or injured, under such conditions and upon such terms as may be provided by the Branch or, in the case of Inter-Branch competition, the President of Hockey Canada. The goaltender must come from the Branch where the team is registered and must be registered and join the team within ten (10) days of the date of the last

game in which the injured or medically unfit goaltender played, or prior to the next scheduled game of his team if his team is not scheduled to play within the ten (10) day period indicated above. The replacement goaltender cannot be replaced by another replacement goaltender unless the former is injured or medically unfit.

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

### PLAY-OFF RECEIPTS

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

### EXPENSES OF TEAMS PARTICIPATING IN PLAYOFFS

- 47. a. Traveling allowances, per diem allowances and other related team expenses payable to teams, representing Branches, participating in Hockey Canada National Championships and Inter-Branch playdowns shall be under the sole control of Hockey Canada and approved by the Board of Directors from time to time and shall be outlined in the Bid Guidelines and team information packages that pertain to each respective National Championship.
  - b. Senior

Visiting team allowances for Allan Cup Inter-Branch playdowns are payable by the host team as follows:

Travel: Two hundred and fifty dollars (\$250) (one time only). Bus expenses to be paid by the Hosting Branch (minimum of three (3) bids). Teams traveling over eight hundred (800) kilometres one (1) way will be entitled to a one thousand dollar (\$1,000) hotel per diem (receipts must be presented). Transportation shall be the most practical and economical, either by bus, rail or air. Teams traveling less than twenty-four hundred (2400) kilometres (round trip) shall be based on ground and/or water transportation. Air transportation will be allowed for a

### **COMPETITION** B

maximum of twenty-five (25) players plus a coach, assistant coach, manager and a trainer for a total of twenty-nine (29) people only. (Only upon written agreement between Branches involved.)

c. Game day fees:

Hotel: One thousand dollars (\$1,000) per day

Incidentals: Three hundred dollars (\$300) per game

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

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

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

### **REFEREES FEES AND EXPENSES**

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

# C. PROTESTS OF GAMES

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

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

# **D. GENERAL TOUR INFORMATION**

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

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

- No Hockey Canada team shall be permitted to play exhibition or tournament games, Inter-Branch games of any kind, or games against teams from any other IIHF Member Federation, without the written or faxed permission of Hockey Canada through its Branch. If the Branch does not object, it shall submit the request to the Hockey Canada President, for his consideration and approval. Violation of this rule may result in the suspension of the team officials and/or players involved.
- In the case of Inter-Branch games and exhibition or tournament games between teams affiliated with Hockey Canada and teams affiliated with USA Hockey, permission and travel permits shall be granted at the discretion of the Branch concerned.
- Branch Member associations, clubs or teams, and Associate Member teams requesting an international tour, whether incoming or outgoing, shall pay the following fees:
  - 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)

  - Application made less than fifteen (15) days prior to the day of the event is subject to a fee at the discretion of Hockey Canada . .maximum of five-thousand dollars (\$5,000)
  - e) The above noted fees shall be divided equally between Hockey Canada and the respective Branch.

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

4. Application for permission to make an international tour will only be considered if application is made by an association, club or team whose players are properly registered with its Hockey Canada Branch. The application for an international tour shall be made through the Branch in which such association, club or team is registered and in the case of an outgoing international tour, shall include a written invitation from the hosting IIHF Member Federation(s).

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

# INCOMING INTERNATIONAL TOURS

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

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

submit a proposal to Hockey Canada for official sanctioning. The incoming team must produce a written invitation from the Branch and obtain written approval from Hockey Canada before traveling to Canada.

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

### **OUTGOING INTERNATIONAL TOURS**

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

# E. TEAMS, CLUBS AND AFFILIATIONS

- 1. Definition of "teams" for registration purposes:
  - a group of team officials, at least one of whom must be a coach, with all coaches meeting Branch certification and Speak Out requirements, and one of whom must be qualified in the Hockey Canada Safety Program (HTCP in Ontario). (Does not apply to Senior Recreational teams and Senior teams that do not compete in National or Regional Championship competition, at the discretion of the individual Branches). And either
  - b) i. a group of not less than fifteen (15) registered players, at least two (2) of whom must be goaltenders, who are qualified in one (1) Division and category under Hockey Canada regulations governing age, and other regulations up to the maximum number provided by Hockey Canada regulations for teams eligible for Regional or National Championship. or,
    - ii. where that team does not participate in either a Regional or National Championship, a minimum number of registered players will be authorized by the Branch.

NOTE: For the purpose of Playing Rule 16 (a), the minimum is six (6) players.

- c) For the purpose of Regulation E, "AP" refers to those players from club teams, affiliated teams, or specially affiliated players when such player(s) are participating with a higher Division/category team.
- 2. It is the responsibility of the Branch to ensure that every team competing in any series conducted by this Association shall be a member of this Association.
- 3. A team shall become a member of this Association by taking up membership in the Branch within whose territorial jurisdiction such team is situated. The Executive Committee of the Branch may in its discretion accept or refuse the application of any team.
- 4. A team shall annually and when changes occur, keep the Branch in which it is registered informed of the names and addresses of:
  - a) Its President;
  - b) Its Secretary; and
  - c) The two (2) persons that the President and Secretary may designate as signing Officers for the purpose of release of a player.
- All lists, declarations or other submissions made on behalf of a team shall be signed by the President and Secretary of the team involved or by the designated signing Officers as referred to in Regulation E.4 (c).
- a) A team registered either Major Junior or Junior A in the preceding year shall annually declare itself operative in the same category of the same Division as of September 1, for the current season, in order to retain title to its players. Such declaration shall

### TEAMS, CLUBS AND AFFILIATIONS E

be made to the Branch Executive Director and communicated by letter to the Hockey Canada President by September 15.

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

### AFFILIATION

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

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

### TEAM TO TEAM AFFILIATION

- 10. a) A team may only have one affiliated team.
  - b) A Minor team may have affiliated one team only from within the team's designated geographic sub-division, as defined and approved by the Branch.
  - c) A Junior or Senior team may have as its one (1) affiliated team, a lower category team in the Junior Division situated anywhere within its Branch.
  - d) A Junior or Senior team may have as its one affiliated team, a team from a lower Division which is situated within the geographic sub-division from which the selecting team operates.
  - A Senior male team may not affiliate with a Major Junior team, University team, or College team.

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

### SPECIALLY AFFILIATED PLAYERS

12. Branches may at their discretion adopt the following system: Junior/ Senior teams that are permitted to have one affiliated team under Regulation E.10(a) may, if they wish and in lieu of one affiliated team have:

(a) in Male Senior AAA, ten (10) specially affiliated players, at least one (1) of whom must be a goaltender; and

(b) in all other Categories, nineteen (19) specially affiliated players of whom at least two (2) must be goaltenders.

The specially affiliated players must be from lower Division or Category teams operating in the geographic sub-division in which the selecting team operates, and all such players and teams must be properly registered with the Branch.

- 13. a) A Minor hockey team may affiliate nineteen (19) players from within the team's designated geographic sub-division, as defined and approved by the team's Branch.
  - b) A geographic subdivision may include a city, town, municipality, rural area or zone as established from time to time by a Branch within its own jurisdiction.
  - c) A player is only permitted to participate as an affiliated player with one Minor hockey team of a higher division or category during a playing season. Prior to participation as an affiliated player, the player's name must appear on the team's affiliation list filed within the Branch.
- 14. A Specially Affiliated Player shall not be permitted to play for the selecting team until his Hockey Canada registration has been endorsed by the Branch Executive Director as being a specially affiliated player. Such endorsement may not be given by that Branch Executive Director, before the written consent from both teams involved in the affiliation is filed with that Branch Executive Director.
- 15. Once a player's Hockey Canada registration has been endorsed by the Branch Executive Director as being a specially affiliated player, his name becomes part of the selecting team's list of specially affiliated players and may not be dropped from such list during the current season and replaced, unless the team with which he registered releases him on or before January 10. The Branch Executive Director may not endorse specially affiliated player's registration after January 15. On that date, the Branch Executive Director shall draw up the final list of the specially affiliated players and file said list with Hockey

### TEAMS, CLUBS AND AFFILIATIONS E

Canada no later then January 25 (for circumstances under which players are released see Regulation H).

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

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

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

- 27. All lists, declarations or other submissions made on behalf of a club, shall be signed by the President and Secretary of the club involved or by the designated Officers as provided by Regulation E.26.
- 28. The names of all club teams, from which Junior club teams may draw players, shall be filed by the Branch Executive Director with the President of Hockey Canada no later than December 30 by fax or electronic mail. Non compliance will result in the loss of club team privileges for the current season.

### **GENERAL AFFILIATION PROCEDURES**

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

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

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

# F. PLAYERS

### **RESIDENTIAL QUALIFICATIONS**

- It shall be the obligation/responsibility of all Branches under the authority of Hockey Canada, in their sole and unfettered discretion, to implement residency registration regulations for the formation of teams within their Branch.
- a) Players must play in the Branch where their parent(s)/court appointed guardian(s) reside.
  - b) Regulation F. 2 (a) does not apply to players registered in a Residential School (as defined in Regulation A) if they register with one (1) of that Residential School's hockey teams.

3. In reference to F. 1, F. 2 (a) and F. 5, residence is established by:

- a) The parents' usual residence when parents live in the same house, or if one of the parents is deceased, the usual residence of the surviving parent.
- b) In cases where parents do not live in the same residence, the legal residence is the usual residence of the parent having legal custody of the player; or.

if both parents have legal custody, the usual residence of the parent with whom the player usually lives;

or again,

if the player lives equally with both parents, his place of residence shall be determined by the Branch.

c) When legal custody has been granted to a third person, the usual residence of that person.

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

NOTE: In the application of the above, the term "legal custody" and/or "legal guardian" refers to the granting of custody as determined by a Court of Law in one of the following circumstances:

- i) the application of the Divorce Act,
- ii) in the case of an order enforcing or recognizing a legal separation agreement,
- iii) loss of parental authority,
- iv) when it is deemed the child's development is compromised,
- v) when both (2) parents are deceased,
- vi) married, or the equivalent of married.
- 4. a) Hockey Canada, in its sole and unfettered discretion under powers vested in it by By-Law TWELVE may, on application made by or on behalf of any player, deem such player to be resident in a Branch other than that where his parent is resident and Hockey Canada's decision in this regard shall be final and binding.
  - b) A Branch, in its sole and unfettered discretion under powers vested in By-LawTWELVE may, on application to the Branch made by or on behalf of any player, deem such

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

- c) A Branch, in its sole and unfettered discretion under the powers vested in By-Law TWELVE may deem a non-Canadian Citizen to be resident in the Branch provided that the player is in strict accordance with Hockey Canada Regulations F.1, F.2 and F.3.
- d) A Branch may make application to the Hockey Canada Board of Directors or its National Appeals Committee for a non-Canadian player to register within Hockey Canada if they are not in accordance with Regulation F.4 (c). Hockey Canada, in its sole and unfettered discretion under the powers vested in it by By-Law TWELVE may, on application made by or on behalf of any player by the Branch, deem a non-Canadian Citizen to be resident in that Branch other than where his parent is resident and Hockey Canada's decision in this regard shall be final and binding.
  - Such player, if granted the ability to register in said Branch under Regulation F.4 (d) would be ineligible to register with any Hockey Canada team in a Division and/or category, which could earn the right to participate in a Hockey Canada Minor hockey National or Regional Championship.
  - Such player, if granted the ability to register in said Branch under Regulation F.4 (d), once registered with a hockey team in accordance with Regulation F.4 (d) (i), is ineligible to participate as an affiliate player with any team, which could earn the right to participate in a Hockey Canada Minor hockey National or Regional Championship.
  - iii) Such player, if granted the ability to register in said Branch under Regulation F4 (d), may be further restricted by the Branch, by the power vested in By-Law TWELVE, to register or participate with any team which may qualify for their provincial championships.
  - iv) The Division or category that such player may play, if granted the ability to register in said Branch under Regulation F.4 (d) will be determined by said Branch with the exception of any Hockey Canada team in a Division and/or category which could earn the right to participate in a Hockey Canada Minor hockey National or Regional Championship.
- e) Current Residential School agreements supersede this regulation.
- 5. There shall be, however, no residential qualification required for players registered with Senior and Junior teams. Branches are, however, authorized to make restrictions with regard to the residential qualifications required for players registered with Senior and Junior teams under their jurisdiction.

### QUALIFICATIONS

6. Every person who is an amateur in accordance with this Association's definition thereof (see Regulation A.3), is not under suspension by this Association or any of its Branches or by any other member of the International Ice Hockey Federation, and is not a member of any club or team under the jurisdiction of any other member of the IIHF, shall be eligible for membership on a team in this Association. The team officials of every club and team shall be responsible for representations made in respect to the eligibility of the players of the team or club.

### HOCKEY CANADA SPORTS SCHOOLS

- 8. To be defined as a Hockey Canada Sports School the hockey program must:
  - register directly at the Branch level through an application process approved by the appropriate Branch;
  - b) have a formal partnership with a recognized educational institution; and
  - c) these partnerships must have the written approval of the Branch.
- Placement of Sports School teams shall be at the Branch discretion; however, those Sports School teams shall not be allowed to compete in a play-off (league or Branch) that leads to a Regional or National Championship.
- 10. Composition of Sports School teams, for example restrictions on the number of international players, shall be a Branch responsibility.

### REGISTRATION

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

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

connection with any play-off games in Branch or Inter-Branch play-downs, the team shall be dropped from the year's competition and the opposing team shall be considered the winner of the round. In the case of a team playing any player ineligible in games preceding the above, the player shall be dropped, and at the discretion of the Branch Executive the team itself may be allowed to continue in competition. If the team is allowed to continue in competition, all games won in the current series or the most recently completed series, provided the team is between series while playing the ineligible player shall be awarded to the team or teams which competed against it; but in the case a team is not allowed to continue in competition, all games played by it shall be cancelled.

- 25. Every coach, manager, safety person/trainer and equipment manager of any registered team competing in the games provided by this Association and its Branches shall be a member of a team which is a member of this Association and shall, prior to competing in any league or championship game, have a Hockey Canada registration completed through the Branch duly validated by the Branch Executive Director or his/her designate for the current playing season.
- 26. Every player, coach, manager, trainer by acceptance of registration in this Association, acknowledges the authority of this Association and its Branches, and undertakes to abide by the Articles, By-Laws, Regulations, Policies and Playing Rules of this Association and its Branches.
- 27. Team officials wishing to also play must also be registered on an approved player's registration.
- 28. Any registered player is eligible to play in Branch or Inter-Branch play-offs, whether he has played a league game with his team or not.
- 28.1 Notwithstanding Regulation F.28, any Female Midget player, including affiliate players, must have played a minimum of 50% of her registered Hockey Canada team's total league games to be eligible to participate in League, Regional and National playoffs leading to the ESSO Cup. If the player's registered Hockey Canada team does not play in a league, the player must play in a minimum 50% of her team's exhibition and tournament games. Where a player is unable to participate in 50% of her team's games due to illness or injury, her eligibility under this Regulation will be determined by the Branch or, in the case of Inter-Branch competition, the President of Hockey Canada, following receipt of appropriate medical documentation.
- 29. A player may not register and play under a second registration in the same season unless properly released from the initial registration in accordance with Regulation H. Violations of this provision will result in the immediate suspension of the player. Branches, at their discretion, may dual sign Minor Female players on both Female and Minor Male teams, where applicable.
- 30. Players participating with a team at a CCAA, CIS, NJCAA or NCAA institute of education after January 10 of the current season shall be ineligible for participation with a Hockey

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Canada team for the remainder of that season (does not apply to Female Hockey other than Teams participating in League, Regional and National playoffs leading to the ESSO Cup).

31. Branches of Hockey Canada will issue to all registered teams a player registration allotment under the following guidelines:

a)	i)	Senior Male	not more than forty-five (45) registrants
	ii)	Senior Female	not more than twenty-five (25) registrants
b)	i)	Junior Male	not more than forty-five (45) registrants
	ii)	Junior Female	not more than twenty-five (25) registrants
c)	i)	Juvenile Male	not more than twenty-five (25) registrants
	ii)	Juvenile Female	not more than twenty-five (25) registrants
d)	i)	Midget Male	not more than twenty-five (25) registrants
	ii)	Midget Female	not more than twenty-five (25) registrants
e)	i)	Bantam Male	not more than twenty (20) registrants
	ii)	Bantam Female	not more than twenty (20) registrants
f)	i)	Pee Wee Male	not more than twenty (20) registrants
	ii)	Pee Wee Female	not more than twenty (20) registrants
g)	i)	Atom Male	not more than twenty (20) registrants
	ii)	Atom Female	not more than twenty (20) registrants
h)	i)	Novice Male	not more than twenty (20) registrants
	ii)	Novice Female	not more than twenty (20) registrants

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

# **REGISTRATION PROCEDURES**

- 35. A team registering players must submit all information required for the National Registry to its Branch Executive Director for proper validation and approval.
- Branch Executive Directors may refuse to validate and approve any registration which is not properly completed as requested in Regulation F.35.
- 37. Effective the beginning of the 2008-09 registration season, the specific mandatory fields of information required to be part of all real time electronic submissions made to the Hockey Canada Registry are:
  - · Last Name
  - · First Name
  - · Date of Birth
  - · Address
  - · Street address or PO Box
  - · City/Town
  - Postal Code
  - · E-mail address (if available)
  - · Team Name (Club name)
  - Team Division (Novice, Atom, Peewee, Bantam, Midget, Junior, Juvenile, Senior, and Adult Recreational)
  - $\cdot$  Team Category (A, AA, AAA, B, C, 1, 2, 3, etc)
  - Role on team/Association (Player, Goaltender, Coach, Bench Staff, Safety, or Official)

- Official (Referee, Linesmen and certification, season of qualification and criminal record check)
- Coach (level of coach certification, season of qualification and criminal record check)
- Safety Personnel (level, expiry date and criminal record check)
- · Registration date
- Name of Minor Hockey Association or Club name
- · Affiliate Status
- $\cdot$  Import status
- · Tryout status
- $\cdot$  Release status and Release Date
- Active Season (i.e. 2007/08, 2008/09)

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

### SENIOR MALE AND JUNIOR MALE CUTDOWN DATES

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

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

# FILING OF ACTIVE LISTS OF PLAYERS

- 40. The December 1 and January 10 lists must be in the hands of the Branch Executive Director or forwarded by fax, or at the Branch's discretion via electronic mail, no later than midnight December 1 and/or January 10 (whichever date applies).
- 41. Any team failing to abide by Regulation F40 shall be declared ineligible for further competition until the preceding outlined provisions are met and provided further that non-compliance shall result in all players being declared released from membership with the team, under the authority and guidelines of the Branch Executive.
- 42. A team which has nineteen (19), [twenty (20) in Midget AAA, twenty-five (25) in Senior, and twenty-three (23) in Junior A and Junior B] registered players listed with the Branch Executive Director on January 10 shall not be permitted to register any further players during the current season. A team, which has fewer registered players may, if it has allotted but unused registrations, register eligible players until the final registration date, but once a vacancy on the player roster has been filled it may not be used again.
- 43. Any player released under Regulations F.48 or F.50 must be signed by his new team before the final registration date, which is February 10 in any season. (See Regulations F.48 and F.50)
- 44. Should a player wish to re-sign with his former team, he may do so only by obtaining a new player's registration.
- 45. After January 10, no team shall be able to release any of its players and replace the players released by any other new players, whether such new players were free agents or players released by other teams or otherwise.
- 46. Players released from Hockey Canada teams after January 10 shall be ineligible to play with any other Hockey Canada or USA Hockey team for the balance of that season. (see Regulation H.7)
- 47. Players released from other IIHF Member Federation teams after January 10 shall be ineligible to play with any Hockey Canada team for the balance of that season.
- 48. Registered players whose names are deleted or omitted from active player's lists as of December 1 and/or January 10 (whichever date applies) under Regulations F.38 and F.39 are automatically released as of these dates and may register and play with any other team if otherwise eligible.
- 49. A player registered with a Senior AAA, Senior AA, Major Junior or Junior team who, prior to January 10 in the current season, is injured or becomes medically unfit to play for the balance of the season, may be protected on the January 10 list but would not count in the total number. It is understood that this player will not be able to compete for the balance of the season and a medical certificate, satisfactory to the Branch must be provided.

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

### VARIATIONS FOR THE CANADIAN DEVELOPMENT MODEL

(The following regulation applies to male Midget aged players only.)

- 53. Notwithstanding the preceding provisions in Regulations B and F,
  - First year eligible Midget players (fifteen (15) year olds) shall only register and compete in Minor hockey.
  - b) First year eligible Midget players (fifteen (15) year olds) who believe they are 'exceptional' and should be excluded from the previous provision may appeal to play Major Junior hockey under the provisions and conditions outlined in the Hockey Canada Policy Manual.
  - c) Affiliation of first year eligible Midget players (fifteen (15) year olds) to Major Junior and Junior A and B hockey teams shall be permitted with the following restrictions:
    - A team may affiliate no more than five (5) players for up to a maximum of five (5) games during the season.
    - iii) The player must sign a special affiliation form with the permission of his regular team.
    - iii) A player shall NOT be called up, except under emergency conditions, when the player's regular team is playing or when the player has semester exams at school.
    - iv) When the player's regular team is finished its season, the player may join the Major Junior/Junior A or B team for the balance of its season.

- v) In Junior hockey, the team would be restricted to calling up one (1) fifteen (15) year old per game.
- vi) A player may specially affiliate to a Major Junior team and a Junior A or B team in the same season and play a maximum of five (5) games with each team if he so chooses and his regular team agrees.
- vii) Should a Major Junior League choose not to utilize this provision, the player would NOT be eligible to affiliate to two (2) Junior A or B teams in that league or region.
- viii) Any special player affiliation as a result of the National Junior/Under 17/CWG Events/World Junior A Challenge will not count in the five (5) game total per team.
- d. A second year eligible Midget player (sixteen (16) years old) registering and participating in Junior hockey shall do so under the following guidelines:
  - i) Major Junior: Each team is allowed to register a maximum of four (4) players
  - ii) Junior A: Each team is allowed to register a maximum of two (2) players
  - iii) Junior B: Each team is allowed to register a maximum of two (2) players
  - iv) Junior C and D: Each team is allowed to register one (1) local player. The definition of "local" shall be that contained in the Hockey Canada Policy Manual. A local player shall not affiliate to any higher category team.
- e. Affiliation between Minor to Junior and Junior to Junior:
  - A player sixteen (16) years of age or older may be named as an affiliate player with both a Major Junior team and either a Junior A or a Junior B team in the same season.
  - ii) A player sixteen (16) years of age or older may affiliate a total of ten (10) games during the regular season and playoffs with each of his affiliated teams as rostered in (i). However, if his registered team completes its regular season and playoffs before his affiliated team or teams, he may thereafter affiliate an unlimited number of times.
  - iii) The player must sign a special affiliation form with the permission of his regular team.
  - iv) Any player affiliation as a result of the National Junior / Under 17 / CWG Events / World Junior A Challenge will not count in the ten (10) game total per team.
  - v) Affiliation of goaltenders will be governed by Regulation E. 36 (b).
  - vi) Affiliation of Minor-aged players to Junior "C" and "D" teams will be governed by Regulation E.
- f) The maximum number of non-North American players that can register and play Major Junior hockey shall be one (1) starting in the **2013-14** season.
- g) Major Junior hockey shall establish by 2013-14 the maximum number of American players by team or league that can register and play on Canadian based teams.

# **G. PLAYERS OF DISBANDED TEAMS**

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

# H. RELEASE FROM MEMBERSHIP (PLAYERS)

- A player desiring to transfer from one team to another within the Branch must first secure a release in writing from the club or team of which he is a member. Such release shall be filed with the Branch Executive Director along with the new registration data. In the event of a team using a player not properly registered, the Branch shall have the right to discipline the club or team as they see fit.
- Even though a release has been obtained, the Branch Executive shall have the right, in its discretion, to refuse the transfer from a team within a Branch to another team within the same Branch.
- 3. Where the release of a player is required, it shall be effective only if signed by the President and Secretary or by the designated signing Officers of the team or club of which the player is a member, as provided for in Regulation E.4 or Regulation E.20 whichever applies.
- 4. All releases shall be unconditional (subject to Regulation H.2).
- 5. A suspended player, at the discretion of the Branch and Hockey Canada, may be authorized to be released provided it is arranged with the Branch/IIHF Member Federation that the player will serve his suspension with the new club, team, association, Branch or IIHF Member Federation.
- A player may appeal to obtain his release from his previous season's registration under By-Law TWELVE.
- Players released from Hockey Canada teams after January 10, shall be ineligible to play with any other Hockey Canada or USA Hockey team in the current season. (See Regulation F.46)

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

### RELEASE FROM MEMBERSHIP (PLAYERS) H

Canada team (non-Major Junior) he was registered with as of February 10 in the previous season.

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

# J. TAMPERING

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

# K. TRANSFERS

- 1. a) The final date for filling application forms for Inter-Branch or USA Hockey transfers is February 10.
  - b) The final date for filling application forms for International transfers is January 31.
  - c) The addition of USA Hockey and International transfers is recognized in Regulations K.6, K.7, K.18 and By-Law 1207.
- 2. For transfer of suspended players please note Regulation H. 5.
- 3. All players transferred, whether Inter-Branch, USA transfer or International, must be signed within two (2) weeks. No team can hold a player idle. At the Branch's, or Hockey Canada's discretion, failure to allow the player to participate within two (2) weeks shall make the player eligible to sign with any other team.
- 4. Players so transferred (other than non-North American players), may advance to a team of higher Division or category of the same club, or to an affiliated team or as specially affiliated players, only if the total number of active imports on such higher category team does not exceed the number provided for such team in any game unless special permission has been given by this Association for the team to have additional imports under By-Law 1214.
- a) No Inter-Branch, USA Hockey transfer, or International transfer will be given to any player to register and play Minor hockey unless such player comes within the provisions of Regulation F.3 (b) or Regulation H.8 (b).
  - b) A Minor player that continues to reside with his parents in a Hockey Canada Branch or in the USA, but wishes to play Minor hockey in another Branch, must receive approval from both the incoming Branch and the outgoing Branch they wish to transfer from. If this does not occur, the player may appeal to Hockey Canada under By-Law TWELVE (USA Hockey defined as Branch where applicable).
  - c) A Minor player transferring without his parents from a member of the IIHF in order to attend school within a Hockey Canada Branch may be deemed eligible to register in that Hockey Canada Branch on a House League (as defined in Regulation A) team as follows:
    - Such player will not be eligible to register or affiliate to a higher category/ division team.
    - It shall be the responsibility of the registrar of the player's new Branch to ensure, by statement or otherwise, that the player is qualified under this regulation;
    - (iii) An appeal to the National Appeal Committee will not be required under this regulation.
    - (iv) All applicable transfer fees are due to Hockey Canada at the time of registration with the Branch.

### TRANSFERS K

- (v) This Regulation does not apply to players registering with Hockey Canada Sports School programs.
- d) Notwithstanding the above, a player may be granted an Inter-Branch transfer, USA or International transfer to play hockey if he comes under the provisions of Regulation H. 8 (d).
- 6. a) No player of Midget eligibility or under (refer to Regulation B.1) may be transferred from Branch to Branch, or from USA Hockey to Hockey Canada, or from any other IIHF Federation to play other than Major Junior hockey unless such player comes under Regulation H.8(b) or (c). There is an exception for those Midget players in their last year of Midget eligibility, when there is no Junior A hockey in their home Branch.

In order to address regional differences that exist within the hockey program in Canada, Branches may enter into Agreements with other Branches, which would authorize the transfer of players in their last year of Midget eligibility. Said Agreements shall only be in effect upon being ratified by the Hockey Canada Board of Directors. In order for Hockey Canada to provide its ratification, such Agreements shall include provisions whereby any Branch which is a party to an Agreement may terminate the Agreement at the end of each playing season.

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

Where a player wishes to appeal for a transfer with respect to K.6 (a) or (b) due to special circumstances, such appeals will be heard by the National Appeals Committee only three (3) times within the year. For appeals that will be heard during the first week in August, all appeal documents must be in the Hockey Canada office by July 15, for appeals that will be heard during the first week in August, be in the Hockey Canada office by July 15, for appeals that will be heard during the first week in 5, and for appeals that will be heard during the first week in November, all appeal documents must be in the Hockey Canada office by September 15, and for appeals that will be heard during the first week in November, all appeal documents must be in the Hockey Canada office by October 15.

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

### INTER-BRANCH TRANSFERS

- 8. A player desiring to transfer from a team in one Branch to a team in another Branch shall first obtain a release in writing (if applicable, please review Hockey Canada Regulation H: "Release From Membership") from the team of which he/she is a member. The player shall then complete an application for a transfer upon the form provided by this Association. Application forms shall be fully completed. The player will sign his/her normal signature.
- The application form, player's registration and release must be in the hands of the Branch Executive Director to which the player is transferring before the first game in which the player is to participate.
- 10. Within five (5) business days of receipt of such application, the Executive Director of the team's Branch must apply to the other Branch concerned for an Inter-Branch transfer.
- 11. The Branch to which such application is being made must reply to the applicant Branch with its approval or rejection of the application, within five (5) business days of receiving such application. In case of rejection, the reasons therefore must be stated. Any rejection without reasons therefore, shall be deemed to be an approval of the transfer.
- 12. No reply within five (5) business days shall be regarded as an affirmative reply, and the applicant Branch shall so notify the Hockey Canada President.
- 13. The provisions in Regulations K.8, K.9, K.10, K.11, K.12 shall not apply from May 1 to July 31 of each year.
- 14. When the application for transfer has been approved and completed, a copy shall be forwarded to Hockey Canada by the Executive Director of the Branch that the player is transferring to.
- 15. For further clarification of the regulations regarding Inter-Branch transfers, it is noted that the players that qualify under exceptions listed in Regulation H.8 must possess an Inter-Branch transfer.
- 16. The Hockey Canada Branches shall proceed within the Inter-Branch transfer process (Regulations K.11-16) using the Hockey Canada Intranet system. In cases in which the Intranet system is not able to function properly Branches shall apply the above regulations by means of using a fax or electronic mail. If the problem with the system is for an extended period of time, Hockey Canada and its Branches will determine how to best serve the membership.
- 17. No player who requires an Inter-Branch transfer shall participate in any game until he, or his team, or the applicant Branch is in possession of his approved Inter-Branch transfer. The responsibility for enforcing this shall rest on the applicant Branch and, in the case such player has played without his approved Inter-Branch transfer as herein defined, the team playing him shall automatically be suspended, shall be dealt with by the Branch and shall lose the game or games in which said player participated.

### INTERNATIONAL TRANSFER PROCEDURES

- 18. No player of Minor hockey age shall be transferred from Hockey Canada to any other member of the International Ice Hockey Federation except as provided by Regulation H.8 (b). Players that wish to transfer without their parents must make application to Hockey Canada.
- 19. Any registered Hockey Canada hockey player, playing for a team registered in any other Federation of the IIHF in a regular league game, shall become ineligible to participate in any Hockey Canada competition for the remainder of the current season unless he has been properly transferred and is otherwise eligible under provisions of other Hockey Canada Regulations.
- 20. Any player who was previously registered with any other IIHF Member Federation, wishing to register with a member team of this Association, must first obtain a USA transfer or an International transfer from the last Federation in which he was registered.
- 21. All transfers between other registered members of the IIHF and Hockey Canada shall be governed by IIHF Transfer Regulations. The IIHF Transfer Regulations are contained in their entirety in the back of Regulation K, Appendix K-1.

### **USA HOCKEY TRANSFERS**

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

# TRANSFER FEES

- 23. Inter-Branch fees shall be as follows:
  - a) Inter-Branch Transfer [Branch retains fifty dollars (\$50)]
    - ..... one hundred dollars (\$100)
  - b) Players that qualify under Hockey Canada Regulation H.8 (b) shall not have to pay the Inter-Branch transfer fee.
  - c) Players registering on Female teams which cannot advance to Regional or National Championships are not required to pay the Inter-Branch transfer fee.
  - d) No Inter-Branch transfer fee will be charged when a player transfers back to a Branch in which he had been registered for the two (2) consecutive seasons prior to his transferring to another Branch for one (1) full season. This exemption is not applicable to players transferred to USA Hockey and who are seeking transfer back to a Hockey Canada Branch.

- 24. Incoming USA Hockey transfer fees shall be as follows:
  - a) Incoming USA Transfer [Branch retains fifty dollars (\$50)]

..... one hundred fifty dollars (\$150)

- b) A player that wishes to return to Hockey Canada for consecutive seasons does not need to pay the fee provided that a renewal transfer is filed prior to August 1.
- 25. International transfer fees shall be as follows:
  - a) Total fee for incoming transfer may be a maximum of two thousand four hundred dollars (\$2,400). Please note that in some cases the following components of the costs may not be required:
    - i) IIHF Card (generally only for players eighteen (18) years of age or over) .... .....eight hundred dollars (\$800)
    - iii) Hockey Canada Application Fee [Branch retains five hundred dollars (\$500) .....one thousand dollars (\$1000)
       iiii) IIHF Fax Approval Fee (only if transfer approved by fax) .....

    - v) Hockey Canada fees and Branch fees [Regulation K.25 (a)(ii)] do not apply to girls and/or women playing Female hockey.

b) Outgoing International Transfer Fee ..... five hundred dollars (\$500) The new Federation generally pays this fee. It is applicable for all outgoing transfers.

### IMPORTS

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

In the case of Female Senior AAA teams, of the six (6) imports a maximum number of four (4) may be USA Hockey transfer players. Such USA Hockey transfer players shall retain their import status when registering with Hockey Canada for subsequent seasons. This Regulation, in Female hockey, shall only be applicable to teams competing for a National or Regional Championship.

### TRANSFERS K

b) Notwithstanding Regulation K.26 (a), teams under the level of Major Junior will not be permitted to register any non-North American imports. Senior and above teams are permitted to register among their imports, a maximum of one (1) non-North American player within the current season. Such players retain their import status when registering with Hockey Canada for subsequent seasons.

Senior Female teams are permitted to register among their imports a maximum of two (2) non-North American players within the current season.

In the case of Female hockey, two (2) imports may be from a non-North American country.

- 27. A team may not exceed, at any time, its quota of imports as provided in Regulation K.26. However, if a team has an unused player's allotment it may release an import at any time up to January 10, to register another import that has been properly transferred and is otherwise eligible. After that date an eligible import may only be signed if a team has an import vacancy, if it has an unused player allotment, and if it has not nineteen (19) (twenty-five (25) in the case of Senior, twenty-three (23) in the case of Junior A and Junior B) players on its active player's list.
- 28. a) During the current season an import if released may, if he so desires, return to the Branch from which he transferred, where he will be eligible to play during the current season without being considered an import.
  - b) However, if he plays with another team in his present Branch, he shall be considered an import.
- A) Major Junior players transferring back within one calendar year from date of their initial transfer approval to their previous team shall not be considered as imports for purposes of Regulation K.26 (a)(ii).
  - b) Major Junior players transferring back to a Junior team in their home Branch shall not be considered as imports for purposes of Regulation K.26 (a)(ii).
  - c) Non-imports transferring within the Maritime Branches (HNB, HNS and HPEI) to play in the Maritime Junior A Hockey League shall not be considered imports for the purposes of Regulation K.26 (a)(ii).
- 30. a) The playing rights of a player transferring to other IIHF Federations, including USA Hockey, on a limited, one season transfer, shall, if returning to Hockey Canada in the following season, remain the property of the team with which they were last registered in Hockey Canada.
  - b) The playing rights of players who transfer to Hockey Canada from other IIHF Federations, or USA Hockey, on a limited, one season transfer shall, if the player returns to Hockey Canada in the following season, remain the property of the team with which they were last registered in Hockey Canada, as long as properly registered on the team's January 10 list as per F.50 (b). If the player wishes to register and play in a different Branch, an Inter-Branch transfer and release would be required.

- c) Notwithstanding the above regulations and Regulation F.50 (b), the playing rights of any player who transfers to USA Hockey, if the player is released from his USA Hockey team and returns to play in Hockey Canada, shall return to the Hockey Canada team with which he was last registered.
- d) The above regulations apply only in cases in which the appropriate hockey team has an open place on its Hockey Canada registration allotment.

# **PROFESSIONAL PLAYERS**

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

# APPENDIX K1 - IIHF INTERNATIONAL TRANSFER REGULATIONS

I The International Transfer Card (ITC)

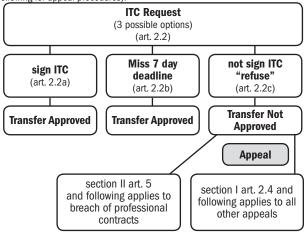
### 1 General Information

- 1.1 All players Men or women who wish to move from one country, irrespective of whether or not they are registered with the member national association of that country, to the member national association of another country to compete in a competition under the jurisdiction of the member national association which leads to a champion being named are required to apply for a transfer by means of the IIHF transfer card. All players under 18 years of age may be transferred by means of a letter of approval (refer to section I, article 4 of these regulations for these procedures).
- 1.2 A valid international transfer card (ITC) must be properly completed and signed by the player, by the former member national association, by the new member national association and confirmed by the IIHF. All information on the transfer card must be properly completed before it can be processed and approved by the IIHF.
- 1.3 The transfer becomes valid on the date of the IIHF confirmation. From that date the player is under the jurisdiction of the new member national association. The member associations concerned will receive a copy of the ITC confirmed by the IIHF. The player may start to play for his new club only when the new member association has received the approved ITC confirmation from the IIHF office.
- 1.4 In the case of a player playing without a valid ITC, the new member national association, the new club, the player and if applicable the new league shall be subject to disciplinary procedures of the IIHF as set out in section III of these regulations.
- 1.5 Every member national association shall organize its internal transfer procedures by issuing regulations. A member national association s internal regulations shall, however, not stand in contradiction to the IIHF Transfer Regulations.

#### 2 The Transfer Procedure

2.1 The player transfer procedure must be prepared first by the negotiation of the two clubs concerned if the player is under contract or the negotiation of the new club and player if the player is not under contract. Items to negotiate include the length of the new contract and the corresponding length of the transfer. Following an agreement to transfer the player, the new club to which a player wishes to transfer must begin the transfer process by acquiring and completing the ITC with the details and signatures of the player and the new member national association and must immediately inform the former club and send the ITC by way of the new member national association to the former member national association for their approval.

- 2.2 a) Within 7 days of receiving the ITC, the former member national association shall inform the former club and forward the signed ITC to the IIHF office, or submit the reasons for refusal of the transfer with all the relevant evidence to the IIHF office.
  - b) If the IIHF office does not receive any reply within the 7 day period or receives a refusal of the transfer without clear reasons, it will be regarded as an approval of the transfer.
  - c) The former member national association may only refuse to sign the transfer card if:
    - the player is a signed professional player currently under a professional player contract (refer to section II article 4 for appeal procedures);
    - the player wishing to transfer has not fulfilled his contractual obligations to his former club (all contractual obligations other than those involving signed professional player contracts) (refer to section I article 2.4 and following for appeal procedures);
    - the player has not fulfilled financial commitments to his former club such as debts or has not returned the club's equipment (refer to section I article 2.4 and following for appeal procedures); and
    - 4) a material reason between the two clubs regarding the player transfer exists other than issues concerning compensation (an example of a material reason is the existence of a confirmed suspension or pending disciplinary proceeding by either the IIHF or by the player s member national association when such suspension is recognized by the IIHF) (refer to section I article 2.4 and following for appeal procedures).



- 2.3 If the transfer is refused by the former member national association the IIHF office will immediately inform the new member national association with a copy of the objections as submitted by the former member national association. The new member national association is responsible to inform the new club and the player about the refusal.
- 2.4 The player is entitled to appeal to the IIHF General Secretary against the refusal of his transfer within 7 days of receiving such refusal. In the appeal the player must provide the reasons for his transfer with all relevant evidence and address the objections submitted by the former member national association. The IIHF office will immediately inform the former member national association about the appeal and provide a copy of the appeal to the former member national association. See article 2.1 and 2.2 for specific transfer procedures.
- 2.5 If within 7 days the IIHF office does not receive any objections against the reasons for refusal of the transfer from the player, it will be regarded as withdrawal of the transfer application.

If within seven days the IIHF office does not receive any objections against the player's appeal from the former member national association, it will be regarded as consent of the transfer.

- 2.6 The IIHF General Secretary may grant a longer deadline for submitting a refusals and appeals when special circumstances warrant such. If objections are received from either the player or the former member national association, the case will be investigated and decided by the IIHF General Secretary on an expedited basis. His decision may be appealed to the IIHF Executive Committee within 7 days by the player or the former member national association.
- 2.7 No hearings will be conducted and thus the IIHF General Secretary will make his decision based on the written arguments and evidence provided by the parties.
- 2.8 The IIHF General Secretary will approve the ITC should he ascertain that no reason provided in section I article 2.2(c) of these transfer procedures exists.
- 2.9 Decisions of the IIHF General Secretary may be appealed to the IIHF Executive Committee within 7 days. Such decisions shall remain in effect and shall not be stayed pending outcome of the appeal.
- 2.10 A party wishing to appeal the General Secretary's decision shall submit his appeal brief together with the grounds for such appeal (appellant may object to inaccurate representation of the facts and/or wrong application of the law and/or wrong interpretation of facts/law and/or improper procedures) to the Executive Committee, along with CHF 1000. The IIHF will automatically deduct the CHF 1000 from a member national association s account if the fee is not paid within 10 days of the start of the appeal procedure.

- 2.11 Once received, the appeal brief together with the grounds for such appeal shall be forwarded to the opposing party. The opposing party shall have 7 days in which to provide a response brief to the petition of appeal together with CHF 1000. If the opposing party does not provide a response brief within 7 days, the Executive Committee will make a decision on the appeal without the opposing party's arguments against such appeal.
- 2.12 The Executive Committee reserves the right to allow each respective party to submit further briefs and corresponding responses. A longer deadline may be granted after written request when special circumstances demand such.
- 2.13 Once the Executive Committee receives the opposing party's response brief or the 7 day deadline for the submittal of such brief has lapsed, the Executive Committee will make a final decision on an expedited basis. The Executive Committee will refund the CHF 1000 fee to the winning party. (The Executive Committee maintains wide discretion in the refunding of the appeal fee, such that if an original decision is reversed due to a significant amount of new evidence introduced in the appeal brief(s), the Executive Committee maintains the right to not refund only a portion of the CHF 1000 fee.) The Executive Committee will not refund the CHF 1000 to the losing party. The Executive Committee will use the losing party's fee to cover the costs associated with the appeal procedure.
- 2.14 Decisions of the IIHF Executive Committee may be appealed to the Court of Arbitration for Sport in Lausanne (according to IIHF Statutes & Bylaws). Time limits for such appeals shall be in accordance with the Code of Sports-Related Arbitration. The appeal decision shall remain in effect and shall not be stayed pending the outcome of the appeal.
- 2.15 Any party deemed by the IIHF office to have raised an unsubstantiated objection to a transfer may be referred to the Disciplinary Committee for possible sanction.

#### 3 Limited and Unlimited Transfers

- 3.1 International transfers may be marked limited or unlimited. A limited transfer restricts the player's playing rights to a specific club and for a specific duration.
- 3.2 The duration of a limited transfer shall be negotiated and agreed by the new club and the player and may be for any specified period of time. A limited transfer card must be for a period which specifically corresponds with the duration of the new player contract. An unlimited transfer application must be accompanied with a completed 'Unlimited Transfer Card Request' included in these regulations.

If no exact duration is specified on the ITC, the transfer will automatically terminate on June 30th for the Northern Hemisphere and August 31st for the Southern Hemisphere of the current season, returning the player to his former member national association on that date.

- 3.3 If a player who has obtained a limited transfer wishes to play for another club within the new member national association, he must obtain written approval from the former member national association. A copy of such written approval must be filed with the IIHF before the player may begin to play with the new club.
- 3.4 If a player wishes to return to his former member national association before his limited transfer automatically expires, a new unlimited ITC must be processed following these regulations. For such transfers the "Unlimited Transfer Card Request does not need to be completed.
- 3.5 If the term of a limited transfer is to be extended, a new ITC must be processed following these regulations.
- 3.6 If a player wishes to transfer to a new member national association during the duration of his limited transfer, a new ITC will be required. The new ITC shall be approved by the national association in which the player is currently playing. Written approval is required from the former national association which originally approved the limited transfer. The duration of the new limited transfer must be consistent with the duration of the new player contract.
- 3.7 If the ITC when received by the IIHF office is not marked limited or unlimited as to duration, it will be regarded as a limited transfer and will expire on June 30th of the current season.
- 3.8 If a new member national association has a complaint against a player who has played in that national association during his limited transfer, then the complaint must be lodged in writing with the players former member national association and the IIHF within 15 days of the expiration of the player's limited transfer. All member national associations are required to respect and uphold all other member national associations valid and reasonable sanctions.
- 3.9 If the international transfer card is specified and signed as unlimited, the player becomes a full member of the new member national association and any future international transfers may be approved only by his new member national association.
- 3.10 A player who has obtained a limited transfer and wishes to change the transfer to an unlimited transfer during the period of the limited transfer may do so by following the procedure outlined in article 2. As a matter of clarification, such a request shall be considered as a new International Transfer Card request.
- 3.11 The transfer deadline for Northern Hemisphere Member National Associations is 23.59h (CET) on January 31 of the applicable season. The transfer deadline for Southern Hemisphere Member National Associations is 23.59h (CET) on July 31 of the applicable season. Should the deadline date fall on a weekend; the deadline date will become 23.59h (CET) on the Monday immediately following the weekend. The IIHF must receive the completed and signed original ITC via mail or a copy via fax or

email by the transfer deadline. Players transferring on the transfer deadline or before must cease playing with their former member national association club once the IIHF confirms the transfer.

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

- 4.1 A player under 18 years of age who will compete in an under 18 or below competition may be permitted to transfer from one member national association to another by a letter of approval from his former member national association. This letter of approval must be marked limited or unlimited.
- 4.2 A copy of the letter of approval must be filed by the new member national association with the IIHF office and the former member national association. The transfer becomes valid once the IIHF office receives the completed and signed letter of approval.
- 4.3 If a player does not receive such approval from his former member national association and wishes to appeal this refusal, section I article 2.4 and following (The Transfer Procedure) will apply, unless proof is shown that the player is under a Professional Player Contract in which case section II article 4 (Appeal Procedure for Breaches of Professional Contracts) will apply. A former member national association can only refuse to sign a LOA if one of the four reasons in section I article 2.2(c) exists.
- 4.4 A player who was under 18 years of age and obtained an unlimited transfer from one member national association to another by letter of approval only, then upon reaching his 18th birthday the letter of approval substitutes as an unlimited ITC.
- 4.5 A player who was under 18 years of age and obtained a limited transfer from one member national association to another by letter of approval, then upon reaching his 18th birthday or any time he wishes to play junior or senior ice hockey, must apply for an ITC from his former member national association following the procedures in these regulations.
- 4.6 Player Eligibility Application Assistance:

Player eligibility requests by national associations for players who have moved from one country into their country under the age of 18 years and who cannot be tracked through the International Transfer System may apply for eligibility to the IIHF with original documents, translated into English where necessary, and including original signatures, dates and stamps.

The player would need to have participated for a minimum of two years within the new national association without having played in any other country during this time period. The following documents must be submitted with the application:

- · An affidavit from both parents declaring residency for the period in question
- Signature and stamp on a affidavit from the new national association confirming participation by this player and specifying the exact dates of participation
- · Stamped and signed residency papers from the municipality for the period in question

- School records for the period in question
- Approved game sheets for the period in question
  - Plus two of the following three items must be submitted with the application:
- School principal signature on original school letterhead confirming attendance in their school for the period in question
- Family Doctor s signature on original medical office letterhead confirming residency for the period in question
- Lawyer signature on original lawyer office letterhead confirming residency for the period in question

Application must be made to the IIHF General Secretary at least four weeks before the competition. At the same time, a copy of the player eligibility application must also be sent by the new member national association to the former member national association.

#### 5 Transfer of Players under Contract

- 5.1 During the period of an existing contract a player shall not be approached by an official of any other club, or by a person in connection with any other club, in membership with another member national association or league with the goal of inducing the player to breach his current contract and to join a new club.
- 5.2 A club wishing to contract the services of a player who is at present under contract with another club shall be obliged, before commencing any negotiations with that player, to inform his current club in writing of its interest.
- 5.3 All IIHF member national associations, their leagues, and clubs must respect all existing and valid contracts of players playing in member and non-member organizations. The movement to an IIHF club of any player, who is under a valid and binding contract (professional or otherwise) with a club of a non-member organization, cannot occur until the necessary releases have been provided by the club of the non-member organization. It will be the responsibility of the IIHF member national association in the country of the non-member organization to notify the IIHF of any alleged breach of this requirement. Upon IIHF receiving notice from any member national association of a breach of this clause, it will investigate the alleged breach to determine further actions.
- 5.4 Breach of article 5.1, 5.2 or 5.3 will be referred to the IIHF Disciplinary Committee and could result in restrictions on or disqualification from IIHF activities or other sanctions.
- 5.5 The transfer of a player during the term of his contract will not be subject to any restrictive regulations, provided that an agreement is reached between all three parties concerned (the former club, the player and the new club). However, the transfer procedure as set in section I, article 2 shall be applicable.
- 5.6 A player may be transferred during the term of his contract, for a limited period of time, provided that an agreement is reached between all three parties concerned (the releasing club, the player and the receiving club). During the period of such

limited transfer the player will be under the jurisdiction of the new member national association. After termination of the limited transfer the player shall continue his contractual obligations to his former club. The transfer procedure as set in section I, article 1 shall be applicable.

5.7 With respect to the IIHF transfer procedures, unless proof is shown through national laws to the contrary, the IIHF will view 18 years of age as the legal age of majority for contract/agreement signing purposes.

#### 6 Transfers with Non-Member Organizations

- 6.1 Player transfers with non-member organizations having a transfer agreement with the IIHF will be executed following the conditions specified in the agreement.
- 6.2. Any player who leaves his national association to play in a non-member organization will at all times be regarded as belonging to his former member national association.
- 6.3 Any player of a non-member organization, without an IIHF transfer agreement, who wishes to join an IIHF member national association must apply for an ITC from the member national association where his rights remained ("home MNA") at the time he left to play with a non-member organization. When the new MNA and the home MNA are the same (the player is transferring back to his home MNA), then no ITC is required unless the player being transferred was or is a National Hockey League ("NHL") contracted player. If a NHL contracted player is transferring to his home MNA, then the new MNA must apply for an ITC from the MNA of the non-member organization (MNA where NHL club is located). If a NHL contracted player is transferring to a MNA other than his home MNA, then the new MNA must apply for an ITC from his home MNA and obtain a written approval from the MNA of the non-member organization (MNA where the NHL club is located) No written approval is required when the home MNA is USA Hockey or Hockey Canada. As a matter of clarification, any player who wishes to transfer from a non-member organization to an IIHF member national association will be subject to the IIHF Statutes & Bylaws and Regulations upon signature of the ITC Card. Thus, these regulations including any sanctions will apply to the transfer of such players.

#### 7 Try-Out Exhibition Games

Written permission may be granted from a player's former member national association permitting that player to participate in exhibition games during a specified time period not to exceed 15 days from the first game that he plays. During this time period the player is under the jurisdiction of the member national association in which he is playing and is subject to the disciplinary procedure of the IIHF.

# 8 Fax Approval Procedures

8.1 In order to expedite the player transfer procedure; the new member national association may request approval for a transfer via fax or email. A photocopy of the completed and signed ITC must be sent by the new member national association to the former member national association for approval. Should everything be in order, the former member

national association must then immediately sign and send the photocopied card back to the new member national association. The new member national association must then forward the copy of the ITC to the IIHF office for processing. The IIHF will issue a 30-day temporary approval to the new national association allowing the player to play immediately. The new national association shall immediately send the original ITC to the former member national association for their signature. The former member national association for their signature. The former member national association for the original (completed and signed) ITC to the IIHF office for final processing and approval. This process must be completed within 30 days of the date the IIHF confirmed the expedited approval. After 30 days the temporary approval will be terminated.

8.2 Should the original ITC not be received by the IIHF and processed within the 30 day period then the new national association may request a second and final expedited approval of the transfer by the IIHF, to permit the player to continue playing. Once the second expedited approval has been processed, the original ITC will be considered lost and the transfer will be confirmed as complete.

#### 9 Fees

- 9.1 The IIHF Council will establish the IIHF fee for ITC and for expedited approvals. The IIHF administration costs incurred by each expedited approval will be charged by the IIHF office in each individual case.
- 9.2 A transfer service fee reflects the costs connected with the execution of the transfer procedures. The former member national association shall not charge more than a CHF 500.- service fee for the complete transfer procedure.

#### 10 Distribution of Documents

- 10.1 Distribution of all documents in the IIHF transfer procedure must be executed by registered mail, fax or email. The receiving member national association must confirm the receipt of any faxed or emailed document. The IIHF can not guarantee the processing of the ITC if this procedure is not followed.
- 10.2 A faxed or emailed document must be immediately followed by the sending of the original document (article 8: Expedited Transfer Procedures).

#### 11 Release of a Player for National Team Games

- 11.1 Any club that has registered a player who is eligible under IIHF Bylaws to play for the national team of a member national association must, in the event that he is selected for one of its representative teams, release him to the member national association for which team he is eligible to play, irrespective of age and in accordance with the IIHF International Transfer Regulations, which in this respect includes all players whether transferred or not.
- 11.2 This provision is binding for the following matches:
  - a) a total of nine national team matches per league season and for not more than four

occasions.

b) in addition, any match in world championship, continental championship, Olympic competition and qualifications to such events; maximum 18 days for a senior event and 12 days for a junior event.

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

- a) for an international match 48 hours.
- b) for an IIHF Championship Qualification Tournament 72 hours
- c) for an Olympic Winter Games Qualification Tournament 72 hours
- d) for an IIHF Championship 7 days
- e) for an Olympic Winter Games Tournament 7 days

The club and national association concerned may agree to extend or to reduce the period of release. In any event, a player is obliged to arrive at the match venue at least 48 hours before start of the match.

- 11.3 Any club which releases a player shall not be entitled to any financial compensation, except the compensation agreed upon in the case of an extended period of release to that specified in article 11.2.
- 11.4 The national association summoning a player shall bear the travel costs actually incurred by the player as a result of this summons.
- 11.5 The national association summoning the player shall be responsible for the payment of medical and health care insurance during the period which the player is with the national team in any specific activity.
- 11.6 Any player registered with a club is obliged to respond affirmatively when called upon by the selecting national association to play for one of its representative teams.
- 11.7 A member national association wishing to summon one of its players must do so in writing at least 21 days before the date of the event for which the player is required, and shall use their best endeavors to advise clubs when players may be summoned over the course of the season.
- 11.8 A member national association which requests the assistance of the IIHF to obtain the release of a player may do so only under the following two conditions:

 a) the member national association with which the player is registered must have been asked to intervene but without success

b) the case must have been submitted to the IIHF at least 14 days before the date of the match for which the player has been summoned.

11.9 A player who is unable to comply with a summons from the selecting national association owing to injury or sickness shall, if the association so requires, agree to

undergo a medical examination by a doctor of that national association s choice.

- 11.10 A player who has been summoned by his selecting national association for one of its representative teams shall not be entitled to play for the club with which he is registered during the period for which he has been released or should have been released.
- 11.11 If a club refuses to release a player or neglects to do so despite the provisions as specified above, the following sanctions shall be applied:
  - a) a fine
  - b) a caution, censure or suspension of the club concerned.
- 11.12 Any violation by a club of the restriction on playing under article 11.10 shall be subject to the following sanctions:
  - a) all or part of the sanctions mentioned under article 11.11.

b) the member national association to which the club belongs shall declare the match or matches, in which the player took part, forfeit by the club concerned.

- 11.13 If the player is transferred again to another club, the above obligations shall remain valid for the player, his new following club and the following receiving new member national association.
- 11.14 If upon conclusion of a transfer a special agreement was approved and signed concerning the release of the player for matches of his national representative team (article 11.2.), the said agreement shall be attached by the former member national association to the international transfer card.

#### II PROVISIONS ON STABILITY OF PROFESSIONAL PLAYER CONTRACTS

The IIHF will apply the provisions below or the international transfers of all professional players.

A professional player shall be an ice hockey player who is paid more for his ice hockey player activity than the expenses he directly incurs through playing ice hockey. All other players are considered non-professionals (this includes players signing an education/ hockey school/development agreement). The IIHF General Secretary may, at his sole discretion, decide whether a player is a professional according to this definition.

These provisions on stability of professional player contracts solely apply to professional players as defined above. The provisions of section I solely apply to the extent that they are not provided for in this chapter.

These provisions also apply to players which are transferring from a non-member organization club to an IIHF member national association club according to section I article 6.3.

# 1 Definition of "Professional Player Contract"

A professional player under contract is a player who has concluded a written contract with an ice hockey club (signed by the player and the club) according to which he is compensated more for his ice hockey player activity (taking part in matches and/ or training sessions) than the expense he directly incurs through playing ice hockey. Contracts concluded between clubs and players must be of a specific duration.

#### 2 Termination of Professional Player Contracts

- 2.1 A player contract may be terminated (a) upon expiry of the term of the contract, (b) by mutual agreement, or (c) where there is a just cause.
- 2.2 Any contract provisions for early termination are considered to be mutually agreed upon.
- 2.3 Any other termination shall be considered as a breach of contract.

#### 3 Consequences of a Breach of Contract

3.1 Sporting sanctions shall be imposed on players found to be in breach of contract (a) during the first three years of a contract for players aged up to and including 28 years of age, and (b) during the first two years of a contract for players aged 29 and over.

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

If a player is found in breach of contract, he must either: (a) go back to his former club, or (b) obtain a release from his former club. If neither action is taken within two weeks, sporting sanctions will take effect. The two week time period starts to run from the date the respective party receives the appeal decision.

- 3.2 A one season ban on international transfers shall be imposed by the IIHF General Secretary on any club found to be inducing a breach of contract. It shall be presumed, unless established to the contrary, that any club signing a player who has breached his contract has induced that player to commit a breach. The period of ban shall commence on the day the IIHF General Secretary communicates its decision and last until the same date of the following season. In the case of aggravating circumstances, the IIHF General Secretary may decide upon further disciplinary measures.
- 3.3 These regulations do not prevent any party from seeking appropriate compensation and other remedies before a competent body (such as civil courts or arbitration panels).

3.4 Any person or body subject to the IIHF Statutes & Bylaws and Regulations who acts in a manner designed to induce a breach of contract between a player and a club in order to facilitate the transfer of the player shall be subject to disciplinary measures by the IIHF Disciplinary Committee.

#### 4 Appeal Procedures for Breaches of Professional Contracts

- 4.1 A former member national association is entitled to appeal to the IIHF General Secretary against an international transfer on the grounds that the player is still under contract with his former club within 7 days of receiving the ITC request. In the appeal, the former member national association must together with the refusal of the transfer submit to the IIHF General Secretary any relevant evidence (which includes English translations of provisions of national laws or any other regulations which apply to the players contract) and a brief which contains all arguments. Furthermore, it must provide a copy of the original player contract together with an English translation.
- 4.2 The new member national association will get the opportunity to file a response to the brief submitted by the former member national association within 7 days after having received such brief from the IIHF General Secretary.
- 4.3 The IIHF General Secretary shall assess whether it is necessary to entitle the former member national association to submit a second brief following the new member national association's response to the first brief and subsequently give the new member national association the opportunity to file a second response. Should the IIHF General Secretary decide to provide such opportunity, each party shall have 7 days respectively in order to file its new arguments. The IIHF General Secretary may grant longer deadlines for submitting refusals and appeals when special circumstances warrant such. New evidence shall only be submitted and taken into consideration where it represents new factual evidence. If either party does not submit or fails to submit in a timely fashion a brief or response, the IIHF General Secretary will view such inaction as a withdrawal from the proceedings and enter a decision in favor of the opposing party.
- 4.4 No hearings will be conducted and thus the IIHF General Secretary will make its decision based on the written arguments and evidence provided by the parties in their briefs and responses. National laws or any regulations which apply to the player's contract will only be taken into consideration if provided in the English language.
- 4.5 The IIHF General Secretary will approve the ITC, should he ascertain that the player has not committed a breach of contract. (Refer to section I article 2.2(c)).
- 4.6 Should the IIHF General Secretary ascertain that the player has committed a breach of contract; the sanctions as provided for in section II article 3 of these regulations will be applied. In such cases the player's ITC will be approved the day following his last day of suspension and the club's ban shall be lifted the day following the last day of ban.

- 4.7 Decisions of the IIHF General Secretary may be appealed to the IIHF Executive Committee within 7 days. Such decision shall remain in effect and shall not be stayed pending the outcome of the appeal.
- 4.8 A party wishing to appeal the General Secretary's decision shall submit his appeal brief together with the grounds for such appeal (appellant may object to inaccurate representation of the facts and/or wrong application of the law and/or wrong interpretation of facts/law and/or improper procedures) to the Executive Committee, along with CHF 1000. The IIHF will automatically deduct the CHF 1000 from a member national association's account if the fee is not paid within 10 days of the start of the appeal procedure.
- 4.9 Once received, the appeal brief together with the grounds for such appeal shall be forwarded to the opposing party. The opposing party shall have 7 days in which to provide a response brief to the petition of appeal together with CHF 1000. If the opposing party does not provide a response brief within 7 days, the Executive Committee will make a decision on the appeal without the opposing party's arguments against such appeal.
- 4.10 The Executive Committee reserves the right to allow each respective part to submit further briefs and corresponding responses. A longer deadline may be granted after written request when special circumstances demand such.
- 4.11 Once the Executive Committee receives the opposing party's response brief or the 7 day deadline for the submittal of such brief has lapsed, the Executive Committee will make a final decision on an expedited basis. The Executive Committee will refund the CHF 1000 fee to the winning party. (The Executive Committee maintains wide discretion in the refunding of the appeal fee, such that if an original decision is reversed due to a significant amount of new evidence introduced in the appeal briefs, the Executive Committee maintains the right to not refund only a portion of the CHF 1000 fee.) The Executive Committee will not refund the CHF 1000 to the losing party. The Executive Committee will use the losing party's fee to cover the costs associated with the appeal procedure.
- 4.12 Decisions of the IIHF Executive Committee may be appealed to the Court of Arbitration for Sport in Lausanne (according to IIHF Statutes & Bylaws). Time limits for such appeals shall be in accordance with the Code of Sports-Related Arbitration. The appeal decision shall remain in effect and shall not be stayed pending the outcome of the appeal.
- 4.13 Any party deemed by the IIHF office to have raised an unsubstantiated objection to a transfer may be referred to the Disciplinary Committee for possible sanctions.

#### III. DISCIPLINARY PROVISIONS

#### 1. Breach of IIHF Bylaws and IIHF International Transfer Regulations

- 1.1 Any breach of these regulations and/or the related provisions of the IIHF Bylaws shall be reported to the IIHF Disciplinary Committee for disciplinary action.
- 1.2 Notwithstanding any contrary provisions of the IIHF Disciplinary Regulations, the IIHF Disciplinary Committee shall be entitled to commence a proceeding and pronounce sanctions against any party which is under the jurisdiction of the IIHF and has committed a breach of these regulations (such as member national federations, leagues, clubs, players, etc.)
- 1.3 The disciplinary measures which can be applied by the IIHF Disciplinary Committee include:

- Fine

- Suspension for international and/or national games/competitions
- 1.4 When a player plays without a valid transfer card the following will apply:

- The IIHF General Secretary shall sanction the new Member National Association of the player with a fine of CHF 5 000.- and request the Member National Association to advise the club that the player has to stop playing until provided with an ITC.

- Should the player continue to play without an ITC, the matter will be submitted to the IIHF Disciplinary Committee. The following sanctions shall be applied by the IIHF Disciplinary Committee:

- Member National Association: Fine of minimum CHF 5,000.- and up to CHF 150,000.- (maximum) per game the player played without ITC since the IIHF General Secretary's intervention.
- Club: Ban on international transfers (during international transfer period) of minimum 3 months and up to 24 months (maximum).
- Player: Suspension from IIHF Competitions for minimum 1 year and up to 3 years (maximum).

In exceptional circumstances the IIHF Disciplinary Committee may abstain from putting forward any sanctions against either party.

#### 2. Breach of Contracts

Any breach of contract shall be dealt with as outlined in section II article 3 of these regulations.

#### 3. Enforcement

Any sanctions against players or clubs which cannot be enforced due to the fact that a player or club has joined a non-member club shall be enforced at the time when the player or club wishes to return to an IIHF member national association.

#### STANDARD RELEASE CONTRACT

Concluded between: The (former Member National Association) The (new club) The (player, hereinafter referred to as "the player") In connection with the transfer granted to the player by the (former Member National Association) the following is taken as agreed and will be a constituent part of the IIHF International Transfer Card (ITC): The \_\_\_\_\_ (new club) hereby undertakes to place the player 1. at the disposal of \_\_\_\_\_ (former Member National Association) without compensation for matches of its following national representative team: a) A total of national team matches per league season b) IIHF World Senior Championships - days. c) IIHF World or Continental Junior Championships - days d) Olympic Winter Games Tournaments - days. e) IIHF Championship Qualifications or Olympic Qualifications - \_\_\_\_ days The preparatory period for international matches is hours and for IIHF Championships it is days. 2. The player shall undertake to comply with every invitation, which he receives to represent his national team, which is covered by this release contract, and the (new club) shall in return guarantee this release. If the player is unable to comply with the invitation from the \_\_\_\_\_ 3. (former Member National Association) on account of injury or illness, he shall, at the request of this \_\_\_\_\_\_ (former Member National Association), be obliged to undergo a medical examination. The (former Member National Association) shall select the medical examiner. If the release is refused by \_\_\_\_\_ 4. (new club), the (former Member National Association) may lodge a complaint against the guilty club with the IIHF Disciplinary Committee. \_\_\_\_\_ (former Member National Association) The \_\_\_\_ has the same right of complaint against the player who refuses to comply with its invitation. 5. In any event the player shall not be entitled to play for his club during the period of his release and referred to under points 3 and 4 above.

6. The club shall undertake to transfer the player to another club only on condition that the latter assumes the obligation laid down in the release contract and likewise undertakes for its part to ensure that said obligations are assumed in the event of a further transfer.

The following receiving National Association and club shall agree to the conditions of this release contract by signing it. At the same time it shall be obliged to carry out every measure within its power to ensure that the terms of this contract are implemented in full against any guilty party.

(Former Member National Association Signature & Date)

(New Member National Association Signature & Date)

(Player Signature & Date)

(New Club Signature & Date)

Note: The above release contract is based on the article 11.2 of the IIHF International Transfer Regulations and may serve as a sample if there are agreed conditions for the release of a player, which differ from the said article.

Under 18 Player Transfer Application - Letter of Approval	
The(Member National Association) hereby requests the transfer of this player, currently under 18 years of age, using a Letter of Approval as specified in Chapter 4 of the IIHF International Transfer Regulations. The details of this player are as follows:	
Player Family Name:	
Player First Name:	
Citizenship: Sex:	
Place and Country of Birth:	
Date of Birth: (DD) (MM)	(YY)
Former National Association:	Last Club:
New National Association:	New Club:
Transfer: (Check one only) 🗆 Limited u D Unlimited	
Player / Guardian / Parent Signature	Date
Former Member National Association Signature	Date Stamp
New Member National Association Signature	DateStamp

#### **Unlimited Transfer Card Request**

This note explains the player's rights and responsibilities when planning to transfer from one country to the national association of another country. It should be read carefully and must be signed by the player before the International Transfer Card (ITC) can be processed and must be submitted to the IIHF together with the ITC.

The choices the player has to make:

- The player has the option to choose the basis on which he is transferred limited or unlimited and must complete the ITC accordingly, failing which he will be deemed to have elected to be transferred on a limited basis.
- 1.1 A limited transfer means that the player transfers temporarily to a specific club under the jurisdiction of the "new" National Association but automatically returns to the former club under the jurisdiction of the former Member National Association when the transfer expires. During the period of the temporary transfer he may still call upon his former Member National Association for support. <u>A limited transfer cannot be limited</u> 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 <u>including returning to his former</u> <u>Member National Association</u> he will require a new ITC and be responsible for all associated service charges.
- There are financial implications depending on the choice the player makes to transfer on a limited or unlimited basis.
- 2.1 Before signing the ITC the IIHF requires both involved clubs and respective National Associations to carry out certain research designed to protect both the player and the clubs involved. National Associations may charge for this service up to a maximum of 500 Swiss francs. The IIHF will make available ITC's at a cost of 300 Swiss francs per card and make an additional charge of 100 Swiss francs if part of the process has been carried out by fax. The player is responsible for paying these service charges.
- 2.2 A player who elects to transfer on a limited basis will revert to the jurisdiction of his former Member National Association once the limited period has expired without incurring any service charges at that time.
- 2.3 A player who elects to transfer on an unlimited basis but then later wishes to revert to the jurisdiction of his former or another Member National Association will have to initiate the transfer procedure as described in 2.1 above and will be responsible for the associated service charges.
- 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 understood the choices open to me and that I have had the opportunity to take independent advice in connection therewith, and, I hereby confirm that I wish to transfer from the National Association of

\_ to the National Association of \_\_\_\_\_

\_\_\_\_ on an unlimited International Transfer Card.

Name in full (please print)

Signature \_\_\_\_\_

Place and Date \_\_\_\_\_

Witnessed by (Name, Date and Signature):

# APPENDIX K2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

THIS AGREEMENT made and entered into this 16th day of April, 2010 by and between:

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

Hockey Canada, a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in Canada, with its principal place of business located at 2424 University Drive NW, Calgary, Alberta, Canada T2N 3Y9 (hereinafter to be referred to as "HC"); and

Canadian Hockey League, a League of major junior Teams/Players, divided into three (3) separate divisions, with its principal place of business located at 305 Milner Ave., Suite 201, Scarborough, Ontario, M1B 3V4, Canada, (hereinafter to be referred to as the "CHL"),

for and in consideration of the mutual covenants and agreements herein contained, the parties hereby mutually covenant and agree as follows.

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

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

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

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

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

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

# ARTICLE I – APPLICABILITY

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

# ARTICLE II- PLAYER ELIGIBILITY

# A. General Statement Of Principle

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

# **B. Ineligible Players**

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

# 1. Players under Disciplinary Suspension For Actions During a Game

Any player who is under a disciplinary suspension for a game or League violation, imposed prior to and unrelated to that player's departure from their Outgoing Team/League/Federation, can sign a Try-Out Notice but can not complete the transfer process until the Incoming Team/League/Federation shall require the suspension to be served in its entirety per the terms established by the outgoing Team/League/Federation. Provided, however, that the enforcement shall be dependant upon the player being afforded a right of appeal by his Team/League/Association/Federation, and all appeal processes in place shall have been exhausted, or the player has failed to file an appropriate appeal contesting the suspension on a timely basis, within the time limits as prescribed by the appropriate Team/League/Association/Federation. The foregoing shall, in addition, be subject to the terms and provision of Article VI – Dispute Resolution Process, of this Agreement.

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

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

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

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

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

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

# 3. Players with Delinquent Economic Responsibilities

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

# 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 gualified, reasonably convenient, and available Medical Physician to perform the Independent Medical Examination of the player. Once the Independent Medical Examiner is selected, each party shall immediately forward a copy of their examining physician's report, including copies of x-rays, and all test reports upon which their examiner relied. The medical exam of the player shall then be scheduled as soon as possible, at the Appealing Team's expense. A copy of the Independent Medical Examiner's Written Report shall be forwarded contemporaneously to both the Appealing Team and the Player or his designated representative. If the Independent Medical Examiner confirms the player's medical condition as reported by the player's Medical Examiner, the player movement shall be confirmed. Should the Independent Examiner confirm the Outgoing Team's Examiner report, then the player shall be immediately ineligible to continue competition for the Incoming Team and the player shall be returned to the Outgoing Team's Medical Suspension List. The Outgoing Team shall refund the payment made by the Incoming Team, less any expense incurred by the Outgoing Team to secure the Independent Medical Evaluation. Any disputes arising during this process shall be referred to the Appeals Committee, pursuant to the process set forth in Article VI of this Agreement.

# 5. Dual Citizens

Players claiming dual citizenship must, at their first registration or affiliation in junior hockey, determine under which citizenship the player chooses to play.

In order to take advantage of this dual citizenship option, a player must file his dual citizenship claim with the player's incoming Federation and both Federations, USAH and HC must acknowledge the player's dual citizenship status prior to the player participating in a junior hockey game as a player or an affiliate. In addition, once the dual citizenship status has been determined, this shall govern and control the player's rights/responsibilities under the USAH/HC/CHL Transfer and Release Agreement , where it would be necessary to file forms based

upon the Agreement, complete all requirements necessary prior to be eligible to compete for his Incoming Federation's team.

Proof of a claim for citizenship would be made by attaching a copy of the player's passport page showing photo and passport number, or a certified copy of the player's certificate of birth abroad. A copy of all citizenship claims filed with the player's incoming Federation, shall be forwarded by the incoming Federation to the outgoing Federation. In the event of any dispute regarding the player's claim of citizenship, the issue shall be resolved pursuant to and by the use of the procedure set forth in this Agreement in Article VI – Dispute Resolution Process.

It is agreed that the purpose of the within provision does not allow a player or team to avoid the requirements of the Release/Transfer provision of the within Agreement, but it will permit the Federation for which he is registered to determine whether the player meets the definition of an import as determined by the Federation.

It is agreed that once a player with dual citizenship has declared which citizenship the player will participate under, the player is not eligible at a later date to revoke, amend, or change his declaration of citizenship. Further, if the player transfers from the Federation where he was registered at the time of the filing of his citizenship declaration as permitted by the terms of the within Agreement, the player will be classified as an import to the extent the term import as determined to be in effect by the signatories to this Agreement as at April 1, 2007, notwithstanding any regulations which may be currently in effect in the Incoming Federation.

# C. Players Who Are Involuntarily Moved

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

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

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

# 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 or younger, transferring from USAH to the CHL or participating as an affiliate player in the CHL $\,$

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

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

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

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

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

Notwithstanding any other provision herein, no player registered with USAH who is fifteen years old as of December 31 in the current hockey season, may participate as an affiliate player with a CHL team during that season until that player has completed his season with the USAH team with which he is registered. Upon the completion of his season with his USAH team, that player may participate as an affiliate with a CHL team, provided that he follows the procedure described in this 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.

### 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.

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/January 15 to End of Season

## 1. Movement Between Junior Teams Prohibited

No movement of Junior players between registered Junior Teams shall be allowed within either or between either Federation from and after midnight on the 10th day of January (HC) or 15th day of January (USAH) of the current playing season. Players' dropped/released, as of January 10 (HC) or January 15 (USAH) of the current playing season, may be rostered on another Junior Team up to and including February 10 of the current playing season.

### 2. Frozen Roster Date - February 10th

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

#### **D.** Payments/Deposits

#### 1. Release Fees/Deposits

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

# 2. Transfer Fees

#### a. Initial Transfer

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

# b. Renewal Transfer

There shall be no fee due for a renewal transfer in a player's second and subsequent years either to the outgoing or incoming Federation(s) if the player continues to be rostered on the incoming team on whose roster he appeared at the conclusion of the previous season and the Renewal Transfer is applied for on or before the first day of August prior to the regular league season for which it is applicable. There will be no extensions to file a renewal transfer with no fee beyond the first day of August. Should a renewal transfer be filed after the first day of August the applicable transfer fee will be applied.

# E. Transfer Expiration

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

# ARTICLE IV- COMPENSATION - RELEASE AND TRANSFER FEES

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

# A. Transfers

#### 1. Procedure

In order to properly apply for a Player Transfer between the two Federations, a Player Transfer Form (a standard form developed for this purpose) shall be properly completed. The applicant incoming team shall then also enclose the player release from the player's outgoing team, and the Transfer Fees due the Federations to complete 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.

CATEGORY	TRY-OUT PERIOD (US FUNDS)
	TEAM
CHL/NTDP	5,000.00
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.

# **B. Time Period of Eligibility**

The players listed shall be eligible to be invited to compete for the Affiliated team from the start of the regular season to December 31 of the current playing season unless extended by the voluntary agreement of both affected teams. During this period, the players will remain duly rostered on their domestic team and eligible to compete for their domestic team when not competing for their Affiliated Junior Team. No affiliated player shall play more than six (6) games for the Junior Team.

# C. Consent

Before an Affiliated Player can be eligible to compete for his Affiliated JuniorTeam, 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:

#### 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.

#### 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;
- The loss of all privileges to register players who are defined as Incoming Transfers for a period not to exceed the next two playing seasons.

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

#### C. Confirmation of procedural rules

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

1) In Person Hearing

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

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

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

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

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

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

#### 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.

 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 5R5

#### CHL 305 Milr

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, 2011, and from year to year thereafter unless amended as hereinafter provided or terminated by a party upon written notice to the other parties, which notice must be given, to be effective, on or before the 31st day of December of the current hockey Season and Agreement. This Transfer/Release Agreement is subject to approval by the undersigned representatives from USAH, HC and the CHL.

# **ARTICLE IX- AMENDMENT**

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

# **ARTICLE X – DEFINITIONS**

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

# A. OUTGOING FEDERATION

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

## **B. INCOMING FEDERATION**

Shall mean that Federation to which the player is moving after the proposed release/transfer activity.

# C. ACTIVE ROSTER/PROTECTED LIST

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

# D. PLAYER

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

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

## 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 wore to another Junior Team within the USA, a trade/consent form would have to be processed.

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

# ARTICLE XI- ENTIRE AGREEMENT

This Transfer/Release Agreement, consisting of 29 pages, contains the entire Agreement of the parties and supersedes any and all prior or contemporaneous Agreements and understandings, written or oral, by and between the parties.

# L. TROPHIES

- All trophies competed for in National and Regional Championships shall require acceptance by the Board of Directors.
- 2. The competition conducted for the various trophies is under the direction of the Board of Directors through the Officers of this Association.
- 3. The Officers shall decide what trophies shall be returned annually to this Association and by what date they shall be returned.
- 4. Engraving on all trophies shall be done by this Association.

#### **TROPHY POLICY**

- 5. The winning team shall be presented with the actual trophy at the conclusion of the Championship game. If the winning team wishes to retain the trophy for a display period, it must then post a bond or personal certified cheque in the amount of two thousand dollars (\$2,000) which must be placed in the possession of Hockey Canada and must be in effect until July 31 of the same year. The team's Branch will have the trophy returned to the Hockey Hall of Fame no later than November 15 of the year in which the trophy was won. Failure to meet this deadline shall result in a five hundred dollar (\$500) deduction from the bond or certified cheque.
- 6. The guarantee is to ensure the return of the trophies and the carrying cases to the Hockey Hall of Fame. If a trophy and its carrying case are not received at the Hockey Hall of Fame, Hockey Canada may take immediate action for the return of that trophy and its carrying case and to provide that all expenses be deducted from the bond or certified cheque.
- Any damage that occurs to that trophy or its carrying case while in the possession of a winning team will be deducted from the bond or certified cheque.
- 8. Teams winning a National Championship shall be provided with a pennant at the expense of this Association. These pennants shall remain the property of the winning teams.
- 9. This Association shall provide members of the Major Senior AAA Male Championship team and National Junior A Championship team with an individual memento allowance of one hundred and fifty dollars (\$150.00) per person. Such individual awards, provided by this Association shall be limited to : in the case of Junior A, twenty-three (23) playing members plus seven (7) team officials; and in the case of Senior AAA, twenty five (25) playing members and five (5) team officials.
- 10. Teams may obtain additional awards for other officials at their own expense provided such additional awards are approved by Hockey Canada.

# **M. HOCKEY TOURNAMENT REGULATIONS**

- No player or team registered or affiliated with any Branch or Hockey Canada, USA Hockey or teams from other IIHF Federations shall compete in any tournament unless that tournament is being granted a sanction permit by the Branch in whose geographic area that tournament is to be conducted. The Branch shall notify the Hockey Canada Office sixty (60) days in advance of any sanction permit issued for a tournament involving three (3) or more Hockey Canada Branches. Tournament fees will apply.
- Any permit sanctioning a tournament by this Association may be withdrawn if it is found that Hockey Canada or Branch regulations pertaining to such tournaments are not followed.
- Subsequent permits may not be issued to any tournament sponsor who has been found to have conducted a sanctioned tournament which has not conformed to those Hockey Canada or Branch regulations which apply.
- 4. The official permit sanctioning a tournament shall be on a form approved by Hockey Canada. Such permit shall be in three (3) copies; one (1) to be retained by Hockey Canada, one (1) by the Branch and one (1) given to the local host.
- 5. All international tournaments must be sanctioned by Hockey Canada and the Branch in which such tournament is being held. All international teams (excluding teams from USA Hockey) must have written permission from their respective Federation and approval from Hockey Canada in order to participate in any Hockey Canada sanctioned international tournament.
- 6. A deposit equal to the minimum sanction fee must accompany the application.
- International tournaments which include only teams from Hockey Canada and USA Hockey do not require sanction by Hockey Canada, but do require Branch approval. However, all international tournament sanction fees will apply.
- 8. No sanctioned tournament shall accept entries from any team which is not a member of a Hockey Canada Branch, USA Hockey or other IIHF Member Federation.
- 9. Every player competing in any sanctioned tournament must be registered with that team on a Hockey Canada player registration form or certified Hockey Canada form, as applicable. The team must produce such player's registration form or certified Hockey Canada form, as applicable, for inspection at all tournaments.
- 10. The host Branch will verify the eligibility of all teams and players entered in the tournament.
- 11. No team shall be permitted to play in any tournament unless it has the written permission of the Branch. In granting such permission the Branch agrees to impose and enforce any disciplinary action necessary against its team or members of the team. The Branch in

which the tournament is held shall have the authority to impose an indefinite suspension pending action by the Branch of the team, player or officials involved.

- 12. Where an indefinite suspension has been imposed, a copy of the official Game Report with all necessary supporting evidence and any recommendation regarding the suspension, shall be forwarded to the Branch of the team, player(s) or official(s) involved.
- Disciplinary action, if any, shall be communicated to the Branch hosting the tournament.
- 14. No entries shall be accepted from any territory outside the jurisdiction of Hockey Canada without the written permission of the governing body of that territory, which must also agree in writing to enforce any disciplinary action taken by the Hockey Canada Branch, or its affiliate, against the team or any members of the team.
- 15. All games in a sanctioned tournament shall be refereed by officials recognized by the Branch.
- 16. All sanctioned tournaments will be played only under official Hockey Canada Playing Rules. Should there be any variance from such rules, which may be in force in the Branch in which the tournament is to be held, such variances shall be submitted at the time application is made for a sanction permit.
- 17. A Branch shall have authority to impose a tournament sanction fee.
- 18. a) No team or player may compete in more than three (3) tournament games in one day. Where tournaments do require teams or players to play three (3) games in one day, such games shall not be longer than three (3) periods of fifteen (15) minutes, the first two (2) of which must be straight time.
  - b) For each Inter-Branch tournament there shall be a minimum sanction fee of fifty dollars (\$50.00) plus a ten dollar (\$10.00) fee for each team from outside the host Branch.
  - c) For each international tournament there shall be a minimum sanction fee of one hundred dollars (\$100.00) plus fifty dollars (\$50.00) per team from outside Canada and ten dollars (\$10.00) per team from outside the host Branch.
  - d) All tournaments are required to submit a financial statement of income and disbursements to the sanctioning Branch within thirty (30) days of the completion of the tournament.
  - Failure to comply with this regulation will result in refusal of future tournament sanction permits.
  - Fifty percent (50%) of the above mentioned minimum fees shall be submitted by the Branch to Hockey Canada.

NOTE: There is no Regulation N in these Regulations.

# 0. DISCIPLINE OF CLUBS, TEAMS, PLAYERS AND OFFICIALS

- 1. Any team using a suspended player in play-off, league, exhibition or tournament games shall be liable to immediate suspension.
- Any person responsible for a team having used a suspended player shall also be suspended.
- 3. Any team found guilty of having used any ineligible player in any league, play-off, exhibition or tournament game, shall lose any points earned in any game in which the ineligible player participated. The player and/or team officials shall be liable to further disciplinary action in accordance with Regulation F.12. (See Regulation E.36 (b) for "Participation")
- 4. A player, team official, executive member, team, club or association, or any other Hockey Canada member found, by an investigative process, to have condoned, initiated or, to the detriment of another, participated in hazing actions or behaviours shall be subject to discipline up to and including expulsion from Hockey Canada registered programs. Discipline must relate to the degree of severity of the incident(s).
  - Any party failing to cooperate with the fact finding process may be subject to suspension as determined by the Branch.
  - b) All discipline decisions related to hazing must be approved by the Branch.
  - c) All hazing matters involving Hockey Canada High Performance programs will be dealt with by the Hockey Canada Officers.
- 5. Except in Inter-Branch play-off games where the authority is that of the Chair of the Board of Hockey Canada or a designate, the Chair of the Board or President, as applicable, of the Branch in which the games are played, shall impose all suspensions or penalties resulting from such games played and such suspensions shall be recognized by all Branches. The Hockey Canada President shall be immediately notified of those suspensions and penalties so imposed which are in excess of three (3) months.
- 6. Any Hockey Canada player, coach or other official, who is under suspension by a Hockey Canada Branch, league or Minor, Junior, Senior, or Female Hockey Association is suspended from any and all involvement in Hockey Canada sanctioned games. The suspension may, pursuant to Branch regulations, include suspensions up to and including all Hockey Canada activities for the duration of his/her suspension. Any individual who violates the terms of his/her suspension will be subject to discipline by Hockey Canada, or the member Branch, league or Minor, Junior, Senior, or Female Hockey Association.
- 7. Hockey Canada will recognize and enforce suspensions of any player, coach, or other official imposed by one of Hockey Canada's Associate Members, any member of the International Ice Hockey Federation, or any professional league should the player, coach, or official transfer to Hockey Canada while under suspension.

8. Any registered Female and Minor hockey player or team official who participates in a game, tournament, training camp, prospect camp, selection camp or any similar event (other than those organized and operated by recognized academic institutions or aboriginal organizations) that is not sanctioned by Hockey Canada or a Branch and that interferes with his Branch team's regular season or play-off schedule shall be immediately suspended for up to one (1) year at the Branch's discretion.

# **HOCKEY CANADA AWARDS**

# HOCKEY CANADA VOLUNTEER OF THE YEAR AWARD

The Hockey Canada Volunteer of the Year Award annually recognizes an outstanding volunteer who has contributed to amateur hockey and Hockey Canada. Volunteer service may include years of participation, administration, contribution, innovation or the advancement of amateur hockey through media coverage. The Volunteer of the Year Award is presented at the Annual General Meeting of the Association to an individual who has dedicated himself/herself to the ideals of Hockey Canada, who has worked tirelessly for the improvement of the Association and who has had a notable impact on the game.

#### **RECIPIENTS OF THE VOLUNTEER OF THE YEAR AWARD**

1976	Gordon Juckes London, ON
1977	Don Johnson
1978	NO AWARD
1979	Gordon Renwick Cambridge, ON
1980	Ron Wallace
1981	Bob Mullock Port Moody, BC
1982	NO AWARD
1983	Frank McKinnon Carman, MB
1984	Harold Hillier Grand Falls, NF
1985	Ed O'Doherty Jonquière, QC
1986	Don Freer
1987	Brian Wakelin St. John's, NF
1988	NO AWARD
1989	Alex "Moe" Irving Thunder Bay, ON
1990	Clair SudsburySummerside, PEI
1991	Murray Copot Calgary, AB
1992	Joe Richard Saint John, NB
1993	Lou Salatino
1994	NO AWARD
1995	Allan Matthews
1996	Jed Ritcey
1997	Richard Nichols Thunder Bay, ON

#### AWARDS

1998	Don Valcour Kemptville, ON
1999	René Marcil St-Louis de France, QC
2000	Dana Dickenson
2001	Joe Tookenay Thunder Bay, ON
2002	Wilson Church QC
2003	Wayne Kartusch Regina, SK
2004	Wade TaylorTruro, NS
2005	Jim Kinkley Etobicoke, ON
2006	Sharon McMahon
2007	Al Hubbs
2008	George Kallay Drumheller, AB
2009	Bob Clark
2010	André Ricard Trois-Rivières, QC
2011	Terry EngenEckville, AB
2012	Gord Hughes

# **GORDON JUCKES AWARD**

In honour of Gordon Juckes, Hockey Canada's Hockey Development Council proudly recognizes this individual for his outstanding contribution to the development of amateur hockey in Canada at the National level. Nominees are from the fields of research, sports medicine, psychology, coaching, officiating, administration or related categories.

Gordon Juckes was Hockey Canada's first full-time Executive Director. His tenure began in 1960 and concluded in 1977 with his retirement. Juckes is a Life Member of Hockey Canada and an Honourary Member of the IIHF.

#### **RECIPIENTS OF THE GORDON JUCKES AWARD**

1981	Frank McKinnon	Carman, MB
1982	Joe Byrne	Grand Falls, NF
1983	Bob Hindmarch	BC
1984	Tom Pashby	ON
1985	Dave King	Calgary, AB
1986	Georges Lariviere	St-Bruno, QC
1987	Dave Siciliano	
1988	Dale Henwood	Red Deer, AB
1989	Dennis McDonald	Ottawa, ON
1990	Vern Frizzell	Charlottetown, PEI
1991	Clare Drake	Calgary, AB
1992	Gaston Marcotte	Québec, QC
1993	Colin Patterson	Cranbrook, BC
1994	Dr. Howie Wenger	Victoria, BC
1995	Kelly Lovering	Wilcox, SK
1996	Carl (Bucky) Buchanan	Sydney, NS
1997	Pat Doherty	

1998	Don McKee Platsville, ON
1999	Jamie MacDonald
2000	Roger Nielson
2001	Yvan GingrasMontreal, QC
2002	Wayne Halliwell Beaconsfield, QC
2003	Dennis Pottage
2004	Jacques Martin
2005	Ted Hargreaves Nelson, BC
2006	Dan Moro
2007	George Kingston
2008	Ed Chynoweth
2009	Wally Kozak Calgary, AB
2010	Harley Hotchkiss
2011	Jean-François Mouton
2012	Gordie Whitlock Cornwall, PE

# HOCKEY CANADA ORDER OF MERIT

At the Hockey Canada Annual General Meeting in 1960, approval was given to the institution of annual "Hockey Canada Meritorious Awards" to honor those individuals who for many years have served amateur hockey faithfully, having participated as players, served as coaches and association members, and made outstanding contributions to Canadian amateur hockey. The first such awards were made in January and May, 1962.

- One nomination, in writing will be accepted from each Branch through the Secretary

   Manager and approved by the Branch Executive. Such nomination will list all
   qualifications and background pertaining to the applicant.
- 2. There is no limit as to the age of the Nominee.
- 3. The Nominee must be living.
- 4. The Nominee has been or is actively engaged in amateur hockey.
- The Nominee may be nominated any number of years, but can only receive the award once.
- Nominations must be mailed to the Vice-President, Finance of Hockey Canada by March 15 of each year.
- The Officers of Hockey Canada will make the selection and announce same at the Annual General Meeting of Hockey Canada.
- 8. Where recipients are in attendance at the Annual General Meeting, all expenses are to be paid by Hockey Canada.

#### AWARDS

9.	One (1) award winner from the four (4) Atlantic Branches: One (1) award winner
	from the four (4) Central Branches and one (1) award winner from the five (5)
	Western Branches may be selected annually.

- 10. Award Winners will have their names placed on a Roll of Honour and become Members of Hockey Canada Order of Merit.
- 11. The Roll of Honour will be located in a suitable site in the Hockey Hall of Fame.
- 12. The above regulations to be incorporated annually.

#### **RECIPIENTS OF THE HOCKEY CANADA ORDER OF MERIT**

1962	C.N. "Cliff" Henderson	Moose Jaw, SK
	C.J. "Charlie" Boyle	
	Art Jefferd	Vancouver, BC
	A.E.H. "Abbie" Coo	
	Earl Samis	Edmonton. AB
	Dr. S.H. Hutt	
	Leo E. Burns	
	Hanson T. Dowell, Q.C	
	Lorne Miller.	
1963	Frank Dilio	Montreal. OC
	Frank Sargent	
1964	Harry Foxton	
	George Panter	
1965	Frank Buckland	
1966	A.T. Potter	
	W.B. George	
1967	J.W. "Jack" Hamilton	
	Judge J. Elliott Hudson	Halifax, NS
1968	Jack Christie	East York, ON
	Martin Conway	
1969	Dr. W.G. Hardy	
1970	Leo Atwell	Nelson, BC
	Walter Clarke	Grand Falls, NF
1971	William Addison	
	Jack Roxburgh	
1972	Clyde McCarthy	Trois-Rivières, QC
1973	Matt Leyden	Oshawa, ON
	J. Pius Ćallaghan	Charlottetown, PEI
1974	W.J. Anderson	
1975	William "Bill" Hanley	
	J.S. "Stu" Peppard	Calgary, AB
1976	Gordon Juckes	Ottawa, ON
1977	William "Bill" Ford	Swift Current, SK
	William "Bill" Glover	

1978	Frank Germann	SK
	T.B. "Bones" McCormack Thunder Bay, (	
1979	Clarence "Tubby" Schmalz	ЛC
1980	Hugh McLean London, (	ЛC
	Harold Jones	SK
1981	Fred Fox Lunenburg, I	١S
	Frank Spring	
1982	Steve MacDonald Sydney, I	
	Gordon OrserLethbridge,	
1983	Herb Parker	ЛC
	Bill Edwards	
1984	Paul Dumont Québec, (	QC
	Ron Wallace	ŠΚ
1985	Bill RuddockToronto, (	
	George AllardWinnipeg, M	ΛВ
1986	Pat Doherty	
	Ed Chynoweth	
1987	Roland Mercier	QС
	Claude Anstey Cornerbrook,	ŇF
	Aime AlaireSt. Boniface, M	ИΒ
1988	Orest KorbuttEdmonton,	AB
	Albert Watkins Peterborough, (	ЛC
	Ken Mantin Halifax, I	١S
1989	Bill Ledwell	
	Ed Boychuk	
	Alf Taylor	
1990	Bob NadinToronto, (	ЛC
	Dr. Leo Margolis	
	Joe Byrne	
1991	Frank McKinnon	ЛΒ
	Fernand PelletierMontreal,	
1992	Jean Paul Bolduc	
	Harold Post Petit Rocher, I	
	George Parker	SK
1993	John Maddia Indian Head,	
	Bill SalonenDryden, (	
1994	George Fardy	
	Fran Rider Mississauga, (	
	Bob MullockVancouver,	
1995	Raymond Lagacé St-Laurent,	
	Harold Hillier	
	Al Butler Stoney Mountain, M	
1996	Vern PaulEdmonton,	
	Joe Tookenay Nipigon, (	ЛC

# AWARDS

1997	Don Schmaltz Penticton, BC
	Brent Ladds
1998	Don GattoLethbridge, AB
	Pierre Verville Lac Beauport, QC
	Bob Deap Scotchtown, NB
1999	Mike Pytyck
	George TrainorCharlottetown, PEI
2000	Ken Corbett
	Doug Steeves
2001	Melvin Andrews Grand Falls-Windsor, NF
	Alex Legare
	Frank Lento
2002	Denny DeveauKingston, NS
	Bob McKinnon Oakville, ON
2003	Roger Otteson
	Jed Ritcey
	Don Shepherdson New Liskeard, ON
2004	Marv Ryder
	Jules Lavictoire
2005	Mac MacLeod Manville, AB
	Benoit Noël
2006	Gerry Taylor
	John GardnerToronto, ON
	George Ulyatt
2007	Wayne A. MacDougall Stratford, PE
	André Marsolais St-Charles-Borromée, QC
	Tom Coleman
2008	Peter Hanson Riverview, NB
	Lou Salatino
0000	Jack Forsyth
2009	Bill Ennos
	Lou Bottochio
0010	Lauchie MacIssac
2010	Sheldon LanchberyDeloraine, MB
	Joe Maynard
2011	Don Yeck
2011	Réal Cyr Montréal-Nord, QC
	Glenn Hurley
2012	Lorne Wilm Central Butte, SK
2012	Don Matheson
	Georges Marien Longueuil, QC
	Ray Boudreau Spruce Grove, AB

# FEMALE HOCKEY BREAKTHROUGH AWARD

Hockey Canada's Female Hockey Council proudly recognizes an individual for their outstanding leadership and contribution to the advancement of Female hockey in Canada. Nominees originate from fields of coaching, officiating, research, administration, marketing, promotion or events /special projects.

The Female Hockey Breakthrough Award is presented at the Association's Annual General Meeting. The inaugural award was presented in 1998.

#### **RECIPIENTS OF THE FEMALE HOCKEY BREAKTHROUGH AWARD**

1998	Fran Rider
1999	Karen Wallace
2000	Susan Dalziel
2001	Marina Zenk
2002	Byron Stephen Calgary, AB
2003	Glynis Peters Chelsea, QC
2004	Orville Acres
2005	Angela James
2006	Shirley Cameron
2007	Hazel McCallion
2008	Dawn MoaseAlbany, PE
2009	Cathy Phillips Dundas, ON
2010	Julianne Fuller
2011	Laurie Taylor-Bolton
2012	Karen Kost

#### HISTORY OF THE ASSOCIATION

# HAL LEWIS AWARD

In honour of Hal Lewis, Hockey Canada proudly recognizes the staff person who best exemplifies the commitment to the values and objectives of Hockey Canada, exhibits pride and respect for the organization and its participants and demonstrates team spirit both in the office and in one's life.

#### **RECIPIENTS OF THE HAL LEWIS AWARD**

2001	Shelley Coolidge
2002	Paul Delparte
2003	Todd Jackson Gloucester, ON
2004	André Brin Winnipeg, MB
2005	Dean McIntosh
2006	Linda Liepert
2007	Johanne Poitras-Brien Greenfield Park, QC
2008	Carol Anne Roberts Saint John, NB
2009	Corey McNabb Calgary, AB
2010	Lesley Reddon Calgary, AB
2011	Dean McIntosh
2012	Kevin Webster Calgary, AB

# LIZ MacKINNON AWARD

The Liz MacKinnon Award annually recognizes the contribution of a companion during the Annual General Meeting who personifies the character and spirit of Liz; her love of life; her love of her family; and her love of the people involved in hockey. Her legacy remains with Hockey Canada.

#### **RECIPIENTS OF THE LIZ MacKINNON AWARD**

2001	Jan Papineau Milton, ON
2002	Nancy Russell
2003	Barb Kallay
2004	Louise Allain
2005	Mark McMahon Thunder Bay, ON
2006	Myrna Kartusch Regina, SK
2007	Mim Hornell Grand Falls-Windsor, NL
2008	Hélène Laflèche St-Charles-Borromée, QC
2009	Denise CostelloOttawa, ON
2010	Rose Delparte Calgary, AB
2011	Jill Donovan Saint John, NB
2012	Sylvia Drago Sudbury, ON

# **OFFICIATING AWARD**

The Hockey Canada Officiating Award proudly recognizes an official, active or non-active, who has made an outstanding contribution to officiating. This person is identified as one who has had a notable impact on the game at the Branch and National level and one who has been involved for a minimum of twenty-five (25) years as an official/administrator.

This award is presented annually at the Association's Annual General Meeting. The inaugural Hockey Canada Officiating Award was presented in 2005.

#### **RECIPIENTS OF THE OFFICIATING AWARD**

2005	Lyle Wilhelm
2006	Ray Bowe
2007	Ken Miller
2008	Wes Smith Saskatoon, SK
2009	Doug Hayward
2010	lan Heather Winnipeg, MB
2011	Kevin Muench
2012	David Taveroff

#### HISTORY OF THE ASSOCIATION

# **HISTORY OF THE ASSOCIATION**

The origin of hockey in Canada has never been definitely established. Claims have been made on behalf of many localities, notably Montreal, Halifax and Kingston and the controversy will no doubt go on as long as the sport continues.

There is no doubt that hockey has been played for a long time in Canada and individual clubs such as the Victoria's of Montreal were known at an early date. Montreal also lays claim to having the first organized league of clubs.

The first organization actually dealing with the administration and development of the sport was the Ontario Hockey Association which was organized on the 27th of November, 1890.

With the passage of the years in other parts of Canada organizations also came into existence and on December 4, 1914, the first meeting to provide for a national body was held in the Château Laurier, Ottawa. While it was fitting that the first meeting should be held in Canada's capital city, the impetus for the organization was provided by a group of men in that Western city which has had such a notable connection with the sport, Winnipeg. The invitations for the meeting were sent out by C.C. Robinson of Winnipeg on behalf of the Allan Cup Trustees and N.H. Crow of Toronto, the Secretary of the Amateur Athletic Union of Toronto.

At the meeting, William Northey of Montreal, Trustee of the Allan Cup was chosen as the chairman and Crow acted as secretary. Those present at the meeting and the organizations represented were as follows:

J.W. Ward, Hamilton, A.B.A.H.A.

Otto Dinnith, Montreal,	
Can. Inter-Collegiate H.U.	
Ernest H. Jupp, Toronto,	
Can. Inter-Collegiate H.U.	
Francis Nelson, Toronto,	
Ontario Hockey Association	
H.E. Wettlaufer, Berlin, ON	
W.F. Taylor, Winnipeg, Manitoba Hockey Assn.	
P.D. Shand, Moose Jaw, S. A.H.A.	
F.H.P. Marples, Winnipeg,	
Monarch Hockey Club	
W.F. Trivett, Toronto, O.A.A.U.	
C.C. Robinson, Winnipeg,	
Victoria Hockey Club	

D.W.F. Nichols, Winnipeg,

Winnipeg Hockey Club R.E. Melville, Montreal, Quebec Br. A.A.U. Jos. B. Parker, Winnipeg, C.T.P.A.A. Jas. G. Merrick, Toronto, Can. Olympic Assn. Thomas Boyd, Winnipeg, A.A.U. of C. Albert E. Vert, New Westminster, B.C.A.A.U. Norman M. Mowat, Montreal, Montreal City H. League Leo Dandurand, Montreal, Montreal City H. League Norton H. Crow, Toronto Sec. A.A.U. of C. W. Northey, Montreal, Allan Cup Trustee G.B. Reid, Regina, Victoria Hockey Club

# **Places of Annual General Meeting**

662 01	AI	iiiua	deneral meeting
1915.			 Winnipeg, MB
1919.			 Toronto, ON
1920.			
1921.			 Winnipeg, MB
1922.			 Toronto, ON
1924			 Toronto, ON
1925.			 Winnipeg, MB
1926.			Montreal, QC
1927.			 Vancouver, BC
1928.			 Ottawa, ON
1929.			 Winnipeg, MB
1930.			Toronto, ON
1931.			 Winnipeg, MB
1932.			 Montreal, QC
1933.			 Vancouver, BC
1934.			 Toronto, ON
1935.			 Halifax, NS
1936.			Toronto, ON
1938.			 Ottawa, ON
1939.			 Winnipeg, MB
1940.			 Montreal, QC
1941.			 Calgary, AB
1942.			 Toronto, ON
1943.			 Port Arthur, ON
1944.			 Montreal, QC
1945.			 Toronto, ON
1946.			 Vancouver, BC
1947.			 Quebec City, QC
1948.			 Toronto, ON
1949.			 New York, U.S.A.
			Banff, AB
1951.			 Halifax, NS
1952.			 Minaki, ON
1953.			Niagara Falls, ON
1954.			Vancouver, BC
1955.			 Regina, SK
1956.			Montreal, QC
1957.			 Edmonton, AB
1958			 Toronto, ON
			Detroit, MI
1960.			 Sydney, NS
			Port Arthur, ON
1962.			 Ottawa, ON

1963 1964 1965	Brandon, MB Ottawa, ON Victoria, BC
1966	Montreal, QC
1967	Saskatoon, SK
1968	Windsor, ON
1969	Calgary, AB
1970	St. John's, NF
1971	Thunder Bay, ON
1972	Saint John, NB
1973	Charlottetown, PEI
1974	Winnipeg, MB
1975	Québec, QC
1976	Penticton, BC
1977	Ottawa, ON
1978	Regina, SK
1979	London, ON
1980	Edmonton, AB
1981	Halifax, NS
1982	St. John's, NF
1983	Thunder Bay, ON
1984	Winnipeg, MB
1985	Vancouver, BC
1986	Montreal, QC
1987	Charlottetown, PEI
1988	Calgary, AB
1989	Ottawa, ON
1990	Toronto, ON
1991	Saskatoon, SK
1992	Saint John, NB
1993	Thunder Bay, ON
1994	St. John's, NL
1995	Winnipeg, MB
1996	Halifax, NS
1997	Victoria, BC
1998	Québec, QC
1999	Charlottetown, PE
2000	Edmonton, AB
2001	Ottawa, ON
2002	Toronto, ON
2003	Regina, SK
2004	Thunder Bay, ON

## **HISTORY OF THE ASSOCIATION**

2005	,
2006	St. John's, NL
2007	Winnipeg, MB
2008	Québec, QC
2009	Vancouver, BC
2010	Montreal, QC
2011	Calgary, AB
2012	Halifax, NS

# Branch Membership in Hockey Canada

British Columbia Amateur Hockey Association
Hockey Alberta
Saskatchewan Hockey Association
Hockey Manitoba
Hockey North
Hockey Northwestern Ontario 1918
*Ontario Hockey Federation 1989
Ottawa District Hockey Association 1920
Hockey Québec
Hockey New Brunswick
Hockey Nova Scotia
Hockey PEI
Hockey Newfoundland and Labrador 1966
* Ontario Hockey Association 1914

1914 - 1915
President: Dr. W.F. Taylor
Hon. President: J. Ross Robertson
Vice-President: Francis Nelson
Hon. Sec. Treas.: Claude C. Robertson
1915 - 1919
President: Capt. Jas T. Sutherland
(During the President's service overseas, Sheriff J.F. Paston, Whitby, ON acted as President)
Hon. President: Dr. W.F. Taylor
Vice-President: W.M. Van Valkenburg
Hon. Sec. Treas.: W.A. Hewitt
1919 - 1920
President: Frederick E. Betts
Hon. President: Capt. Jas T. SutherlandKingston, ON
Vice-President: W.R. Granger
Hon. Sec. Treas.: W.C. Bettschen
1920 - 1921
President: H.J. Sterling
Hon. President: Frederick E. Betts
Vice-President: W.G. Chester
Hon. Sec. Treas.: H.E. James
1921 - 1922
President: W.R. Granger
Hon. President: H.J. Sterling
Vice-President: Dr. H.O. McDiarmid Brandon, MB
Hon. Sec. Treas.: W.J. Morrison
1922 - 1923
President: W.R. Sexsmith
Hon. President: W.R. Granger
Vice-President: S.P. Quilty
Hon. Sec. Treas.: F.H. Marples
A.A.U. of C. Governor: R.C. Chambers Fort William, ON
Registrar: W.A. Hewitt
1924 - 1925 - 1926
President: S.P. Quilty
Hon. President: W.B. Sexsmith Portage la Prairie, MB
Vice-President: Dr. J.E. Sandercock
A.A.U. of C. Governor: R.C. Chambers
Hon, Secs.: D.N. Gill and J.M. Dunn

	Dominion Registrar Treas.: W.A. Hewitt
192	6 - 1927 - 1928
	President: Dr. F.E. Sandercock       Calgary, AB         Hon. President: S.P. Quilty       Ottawa, ON         Vice-President: W.A. Fry       Dunnville, ON         A.U. of C. Governor: R.C. Chambers       Fort William, MB         Hon. Secretary: F.H. Marples       Winnipeg, MB         Dominion Registrar Treas.: W.A. Hewitt       Toronto, ON
192	8 - 1929 - 1930
	President and A.A.U. of C.Governor: W.A. Fry Dunnville, ON Past President: Dr. F.E. Sandercock
193	D - 1931 - 1932
	President and A.A.U. of C. Governor: J.W. Hamilton
193	2 - 1933 - 1934
	President and A.A.U. of C. Governor: Frank C. Greenleaf       Montreal, QC         Past President: J.W. Hamilton       Regina, SK         First Vice-President: E.A. Gilroy       Portage la Prairie, MB         Second Vice-President: Cecil Duncan       Ottawa, ON         Secretary: F.H. Marples       Winnipeg, MB         Dominion Registrar-Treas.: W.A. Hewitt       Toronto, ON
193	4 - 1935 - 1936
	President and A.A.U. of C. Governor: E.A. Gilroy       Portage la Prairie, ON         Past President: Frank C. Greenleaf.       Montreal, QC         First Vice-President: Cecil Duncan       Ottawa, ON         Second Vice-President: Prof. W.G. Hardy       Edmonton, AB         Secretary: F.H. Marples       Winnipeg, MB         Dominion Registrar-Treas.: W.A. Hewitt       Toronto, ON
193	6 - 1937 - 1938
	President: Cecil Duncan       Ottawa, ON         Past President: E.A. Gilroy       Portage la Prairie, MB         First Vice-President: Prof. W.G. Hardy       Edmonton, AB         Second Vice-President: Geo S. Dudley       Midland, ON         Secretary: F.H. Maples       Ottawa, ON         Registrar-Treasurer: W.A. Hewitt       Toronto, ON

1938 - 1939 - 1940
President: Prof. W.G. Hardy
Past President: Cecil Duncan Ottawa, ON
First Vice-President: Geo S. Dudley Midland, ON
Second Vice-President: Frank Sargent Port Arthur, ON
Secretary: F.H. Marples
Registrar-Treasurer: W.A. Hewitt
1940 - 1941 - 1942
President: Geo S. Dudley Midland, ON
Past President: Prof. W.G. Hardy Edmonton, AB
First Vice-President: Frank Sargent Port Arthur, ON
Second Vice-President: Hanson T. Dowell
Secretary: F.H. Marples
Registrar-Treasurer: W.A. Hewitt
1942 - 1943 - 1944 - 1945
President: Frank Sargent
Past President: Geo S. Dudley Midland, ON
First Vice-President: Hanson T. Dowell
Second Vice-President: A.W. Pickard
Secretary: F.H. Marples
Registrar-Treasurer: W.A. Hewitt
1945 - 1946 - 1947
President: Hanson Dowell
Past President: Frank Sargent
First Vice-President: A.W. Pickard
Second Vice-President: Norman Dawe Verdun, QC
Secretary: G.S. Dudley Midland, ON
Registrar-Treasurer: W.A. Hewitt
1947 - 1948
President: A.W. Pickard
Past President: Hanson Dowell
First Vice-President: Norman Dawe Verdun, QC
Second Vice-President: D.G. Grimston New Westminster, BC
Registrar-Treasurer: W.A. Hewitt
Secretary-Manager: G.S. Dudley
1948 - 1949 - 1950
President: A.W. Pickard
Past President: Hanson Dowell
First Vice-President: D.G. Grimston New Westminster, BC
Second Vice-President: W.B. George Kemptville, ON
Registrar-Treasurer: W.A. Hewitt
Secretary-Manager: G.S. Dudley Midland, ON

1950 - 1952	
President: D.G. Grimston	New Westminster, BC
Past President: A.W. Pickard	Regina, SK
First Vice-President: W.B. George	Kemptville, ON
Second Vice-President: James A. Dunn	Winnipeg, MB
Registrar-Treasurer: W.A. Hewitt	
Secretary-Manager: G.S. Dudley	Midland, ON

#### 1952 - 1955

President: W.B. George	Kemptville, ON
Past President: D.G. Grimston	New Westminster, BC
First Vice-President: James A. Dunn	Winnipeg, MB
Second Vice-President: W.A. Duranceau	
Registrar-Treasurer: W.A. Hewitt	
Secretary-Manager: G.S. Dudley	Midland, ON

#### 1955 - 1957

	President: James A. Dunn	
	Past President: W.B. George	
	First Vice-President: Robert Lebel	Chambly, QC
	Second Vice-President: Gordon Juckes	Melville, SK
	Registrar-Treasurer: W.A. Hewitt	Toronto, ON
	Secretary-Manager: G.S. Dudley	Midland, ON
195	57 - 1959	
	President: Robert Lebel	Chambly, QC
	Past President: James A Dunn	. Winnipeg, MB
	First Vice-President: Gordon Juckes	Melville, SK
	Second Vice-President: J.M. Roxburgh	Simcoe, ON
	Registrar-Treasurer: W.A. Hewitt	Toronto, ON
	Secretary-Manager: G.S. Dudley	Midland, ON
195	9 - 1960	
	President: Gordon Juckes	Melville, SK
	Past President: Robert Lebel	Chambly, QC
	First Vice-President: J.M. Roxburgh	
	Second Vice-President: A.T. Potter	.Edmonton, AB
	Registrar-Treasurer: W.A. Hewitt	Toronto, ON
	Secretary-Manager: G.S. Dudley	Midland, ON
196	i0 - 1962	
	President: Jack Roxburgh	Simcoe, ON
	Past President: Robert Lebel	Chambly, QC
	First Vice-President: A.T. Potter	
	Second Vice-President: Lionel Fleury	
	Registrar-Treasurer: Gordon Juckes	
	Secretary-Manager: Gordon Juckes	

19	71 - 1973
	President: J.J. Kryczka
	Past President: Earl Dawson Winnipeg, MB
	First Vice-President: Jack Devine
	Vice-President, Senior & Int.: Don S. Johnson St. John's, NF
	Vice-President, Junior: Roland Mercier
	Vice-President, Minor: T.B. McCormack Thunder Bay, ON
	Executive Director: Gordon JuckesOttawa, ON
19	73 - 1975
	President: Jack Devine Belleville, ON
	Past President: J.J. Kryczka Calgary, AB
	First Vice-President: Don S. Johnson St. John's, NF
	Vice-President, Senior & Int.: Gordon Renwick Cambridge, ON
	Vice-President, Junior: Roland Mercier
	Vice-President, Minor: T.B. McCormack Thunder Bay, ON
	Executive Director: Gordon JuckesOttawa, ON
19	75 - 1976
	President: Don Johnson
	Past President: Jack Devine Belleville, ON
	First Vice-President: Gordon Renwick
	Vice-President, Sr. Int.: Frank McKinnon
	Vice-President, Junior: Roland Mercier Québec, QC
	Vice-President, Minor: T.B. McCormack Thunder Bay, ON
	Vice-President at Large: Marcel Robert Ottawa, ON
	Executive Director: Gordon JuckesOttawa, ON
19	76 - 1977
	President: Don Johnson St. John's, NF
	Past President: Jack Devine Belleville, ON
	First Vice-President: Gordon Renwick
	Vice-President, Senior Int.: Frank McKinnon Carman, MB
	Vice-President, Junior: Roland Mercier Québec, QC
	Vice-President, Minor: Cliffe PhillipsNewmarket, ON
	Vice-President at Large: Marcel Robert Québec, QC
	Executive Director: Gordon JuckesOttawa, ON
19	77 - 1979
	President: Gordon Renwick Cambridge, ON
	Past President: Don Johnson
	Vice-President: Frank McKinnon MB
	Vice-President, Senior Int.: Ron Wallace Saskatoon, SK
	Vice-President, Junior: Roland Mercier Québec, QC
	Vice-President, Minor: Cliffe PhillipsNewmarket, ON
	Vice-President at Large: Norm Saunders Brockville, ON
	Executive Director: David BranchOttawa, ON

1979 - 1981
Chairman: Frank McKinnon Me
Past Chairman: Gordon Renwick
Vice-Chairman: Clarence (Tubby) Schmalz
Chairman, Sr. Int. & Adult: Ron Wallace
Chairman, Junior: Roland Mercier Québec,
Chairman, Minor: Brian Wakelin St. John's, N
Vice-Chairman at Large: Ron Chalmers
President: Murray CostelloOttawa, ON
Executive Director: Hal Lewis
1981 - 1982
Chairman: Clarence (Tubby) Schmalz (Died in office)Walkerton, ON
Chairman: Frank McKinnon
Vice Chairman: Roland Mercier Québec, Qu
Chairman, Sr.Int. & Adult: Claude MacKinnon Saint John, NE
Chairman, Junior: Ed O'Doherty
Chairman, Junior: Brian Wakelin
Chairman, Finance: Clair Sudsbury
President: Murray CostelloOttawa, ON
Executive Director: Hal LewisOttawa, Of
1982 - 1984
Chairman: Roland Mercier Québec,
Past Chairman: Frank McKinnon
Vice Chairman: Larry Bellisle
Chairman, Sr.Int. & Adult: Doug McKenzie
Chairman, Junior: Ed O'Doherty
Chairman, Minor: Brian Wakelin St. John's, N
Chairman, Finance: Clair Sudsbury
President: Murray Costello Ottawa, ON
Executive Director: Hal Lewis
1984 - 1985
Chairman: Roland Mercier Québec,
Past Chairman: Frank McKinnon
Vice-Chairman: Brian Wakelin
Chairman, Senior: Doug McKenzie Edmonton, Al
Chairman, Junior: Ed O'Doherty
Chairman, Minor: Jim Kinkley ON
Chairman, Finance: Clair Sudsbury
President: Murray CostelloOttawa, ON
Executive Director: Hal Lewis

198	35 - 1987
	Chairman: Brian Wakelin St. John's, NF
	Past Chairman: Roland Mercier Québec, QC
	Vice-Chairman: Clair SudsburySummerside, PEI
	Chairman, Senior: Art O'Bryan Nelson, BC
	Chairman, Junior: Ed O'Doherty Jonquière, QC
	Chairman, Minor: Jim Kinkley Etobicoke, ON
	Chairman, Finance: Frank Libera Richmond, ON
	President: Murray Costello Ottawa, ON
	Executive Director: Hal Lewis Ottawa, ON
198	87 - 1989
	Chairman: Clair SudsburySummerside, PEI
	Past Chairman: Brian Wakelin
	Vice-Chairman: Ed O'Doherty Arvida, OC
	Chairman, Senior: Art O'Bryan
	Chairman, Junior: Howard Stevenson Lakefield, ON
	Chairman, Minor: Jim Kinkley Etobicoke, ON
	Chairman, Finance: Frank Libera Richmond, ON
	President: Murray CostelloOttawa, ON
	Executive Director: Hal Lewis Ottawa, ON
198	89 - 1990
	Chairman: Ed O'Doherty
	Past Chairman: Clair Sudsbury
	Vice-Chairman: Frank Libera Richmond, ON
	Chairman, Senior: Art O'Bryan
	Chairman, Junior: Howard Stevenson
	Chairman, Minor: Joe Richard Rothesay, NB
	Chairman, Finance: Jim Kinkley
	President: Murray CostelloOttawa, ON
190	0 - 1991
100	Chairman: Ed O'Doherty
	Past Chairman: Clair Sudsbury
	Executive Vice-Chairman: Frank Libera.
	Vice-Chairman at-Large: Jim KinkleyEtobicoke, ON
	Vice-Chairman at-Large: Art O'Bryan Nelson, BC
	Vice-Chairman at-Large: Dr. Bill MacGillivary
	Vice-Chairman at-Large: Joe Richard
	President: Murray CostelloOttawa, ON
100	1 - 1993
192	Chairman: Frank Libera Richmond, ON
	Past Chairman: Ed O'Doherty Arvida, OC
	Executive Vice-Chairman: Dr. Bill MacGillivaryFredericton, NB Vice-Chairman at-Large: Frank LentoFernie, BC
	Vice-Chairman at-Large: Joe Richard Saint John, NB
	VICE-Chaiman at-Large. JUE RICHAIU

Vice-Chairman at-Large: Bob MacKinnon Vice-Chairman at-Large: Cecil Taylor	
President: Murray Costello	Ottawa, ON
1993 - 1994	
Chairman: Dr. Bill MacGillivary	
Past Chairman: Frank Libera	Richmond, ON
Executive Vice-Chairman: Joe Richard	
Vice-Chairman at-Large: Frank Lento	
Vice-Chairman at-Large: Bob MacKinnon	
Vice-Chairman at-Large: Cecil Taylor	
Vice-Chairman at-Large: Réal Cyr	
President: Murray Costello	Ottawa, ON
1994 - 1995	
Chairman: Dr. Bill MacGillivary	
Past Chairman: Frank Libera	
Executive Vice-Chairman: Frank Lento	
Vice-Chairman at-Large: Bob MacKinnon	
Vice-Chairman at-Large: Joe Richard	
Vice-Chairman at-Large: Cecil Taylor	
Vice-Chairman at-Large: Real Cyr	
Vice-Chairman at-Large: Don Butorac	
Vice-Chairman at-Large: Michel Lagace President: Murray Costello	
1995 - 1996	F . DO
Chairman: Frank Lento	
Past Chairman: Dr. Bill MacGillivary	
Executive Vice-Chairman: Bob MacKinnon	
Vice-Chairman at-Large: Joe Richard	
Vice-Chairman at-Large: Cecil Taylor Vice-Chairman at-Large: Allan Matthews	
Vice-Chairman at-Large: Wayne Russell	
Vice-Chairman at-Large: Michel Lagace	Montreal OC
Vice-Chairman at-Large: Ian MacDonald	North York ON
President: Murray Costello	
1996 - 1997	
Chairman: Frank Lento	Fernie BC
Past Chairman: Dr. Bill MacGillivary.	
Executive Vice-Chairman: Bob MacKinnon	
Vice-Chairman at-Large: Sheldon Lanchbery	
Vice-Chairman at-Large: Don Butorac	
Vice-Chairman at-Large: Allan Matthews	
Vice-Chairman at-Large: Wayne Russell	
Vice-Chairman at-Large: Michel Lagace	

	Vice-Chairman at-Large: Don Brown	Kanata, ON
	President: Murray Costello	Ottawa, ON
199	97 - 1998	
	Chairman: Bob MacKinnon	Oakville, ON
	Past Chairman: Frank Lento	
	Executive Vice-Chairman: Wayne Russell	St. John's, NF
	Vice-Chairman at-Large: Sheldon Lanchbery	Delorane, MB
	Vice-Chairman at-Large: Don Butorac	
	Vice-Chairman at-Large: Allan Matthews	
	Vice-Chairman at-Large: Don Brown	
	President: Murray Costello	Ottawa, ON
199	98 - 1999	
	Chairman: Bob MacKinnon	
	Past Chairman: Frank Lento	
	Executive Vice-Chairman: Wayne Russell	
	Vice-Chairman at-Large: Sheldon Lanchbery	
	Vice-Chairman at-Large: Allan Matthews	
	Vice-Chairman at-Large: Don Brown	
	Vice-Chairman at-Large: Jed Ritcey	
	President: Bob Nicholson	Calgary, AB
199	99 - 2001	
	Chairman: Wayne Russell	
	Past Chairman: Bob MacKinnon	
	Executive Vice-Chairman: Sheldon Lanchbery	Deloraine, MB
	Vice-Chairman: Allan Matthews	Williams Lake, BC
	Vice-Chairman: Don Brown	
	Vice-Chairman: Jed Ritcey.	
	Vice-Chairman: René Marcil	. St-Louis-de-France, QC
	President: Bob Nicholson	Calgary, AB
200	01-2003	
	Chairman: Sheldon Lanchbery	
	Past Chairman: Wayne Russell.	St.John's NF
	Executive Vice-Chairman: Allan Matthews	
	Vice-Chairman: Jed Ritcey.	
	Vice-Chairman: René Marcil	. St-Louis-de-France, QC
	Vice-Chairman: Al Morris.	
	Vice-Chairman: Ken Corbett	
	Vice-Chairman: Marcel Redekop	
	President: Bob Nicholson	
200	<b>)3-2005</b>	
	Chairman: Allan Matthews	
	Past Chairman: Sheldon Lanchbery.	
	Executive Vice-Chairman: René Marcil	
	VICE-CHAITHAIT: ALWOTTIS	wiarion. ON

	Vice-Chairman: Ken Corbett	Carleton Place, ON
	Vice-Chairman: Marcel Redekop	Herbert, SK
	Vice-Chairman: Mike Bruni	Calgary, AB
	Vice-Chairman: Jim Hornell	
	President: Bob Nicholson	Calgary, AB
200	5-2007	
	Chairman: René Marcil	Trois-Rivières. OC
	Past Chairman: Allan Matthews	
	Executive Vice-Chairman: Al Morris	
	Vice-Chairman: Marcel Redekop	
	Vice-Chairman: Ken Corbett	
	Vice-Chairman: Mike Bruni	
	Vice-Chairman: Jim Hornell.	
	Vice-Chairman: Claude Allain	
	President: Bob Nicholson	
200	7-2009	
	Chairman: Al Morris (died in office)	Wiarton ON
	Past Chairman: René Marcil	
	Executive Vice-Chairman: Ken Corbett	Carleton Place ON
	Vice-Chairman: Marcel Redekop	
	Vice-Chairman: Mike Bruni	
	Vice-Chairman: Jim Hornell.	Swift Current SK
	Vice-Chairman: Claude Allain	Gatineau, OC
	Vice-Chairman: Ed Pupich	
	President: Bob Nicholson	
200	9-2011	
200	Chairman: Ken Corbett	Carleton Place ON
	Past Chairman: René Marcil	
	Executive Vice-Chairman: Mike Bruni	
	Vice-Chairman: Claude Allain	
	Vice-Chairman: Jim Hornell.	
	Vice-Chairman: Terry Ledingham	
	Vice-Chairman: Ed Pupich	
	Vice-Chairman: Marcel Redekop	
	President: Bob Nicholson	
		Calgaly, AD

# **TROPHIES OF THE ASSOCIATION**

#### **ACTIVE TROPHIES**

Allan Cup – National Senior AAA Championship Doug Mackenzie Cup – Pacific Region Senior AAA Championship Don Rathgaber Cup - West Region Senior AAA Championship Gordon Renwick Cup - Central Region Senior AAA Championship Memorial Cup – National Major Junior Championship Ed Chynoweth Cup - Western Canada Major Junior Championship J. Ross Robertson Cup - Ontario Major Junior Championship President's Cup – Quebec/Atlantic Canada Major Junior Championship RBC Cup – National Junior A Championship Doyle Cup – Pacific Region Junior A Championship ANAVET Cup – West Region Junior A Championship Dudley Hewitt Cup – Central Region Junior A Championship Fred Page Cup - East Region Junior A Championship Keystone Cup – Western Canada Junior B Championship Sutherland Cup – Ontario Junior B Championship D. Arnold Carson Memorial Trophy - Ottawa District Junior B Championship Coupe Dodge - Quebec Junior AA Championship Don Johnson Memorial Cup - Atlantic Canada Junior B Championship TELUS Cup – National Midget Championship Esso Cup – National Female Midget Championship Irving Oil Challenge Cup – Atlantic Canada Bantam Championship Western Canada Bantam Championship Ontario Bantam Championship **Ontario Peewee Championship** Western Shield - Western Canada Female Senior A Championship Clarkson Cup - National Women's Championship

# **RETIRED TROPHIES**

Patton Cup – Western Canada Senior AAA Championship G.P. Bolton Memorial Trophy – Eastern Canada Senior AAA Championship W.G. Hardy Cup – National Senior AA Championship Edmonton Journal Trophy – Western Canada Senior AA Championship Colonel J. Bourque Cup – Eastern Canada Senior AA Championship Manitoba Centennial Cup – National Junior A Championship Abbott Memorial Cup – Western Canada Junior A Championship Hewitt-Dudley Memorial Trophy – Eastern Canada Junior A Championship Callaghan Cup – Atlantic Canada Junior A Championship George T. Richardson Memorial Trophy – Eastern Canada Major Junior Championship Air Canada Cup – National Midget Championship

# ALEXANDER CUP

In the season 1950-51 the Association established the Major Series. The purpose of this series was to remove from Allan Cup competition those stronger clubs which for many years had dominated the play in that series and also to meet a request from such leagues for longer playing time in their own groups. His Excellency Viscount Alexander, Governor General of Canada, was most graciously pleased to donate a trophy for the new Major Series.

The Valleyfield Braves of the Quebec Senior Hockey League were fortunate in being the first club to have its name inscribed on this trophy. Subsequent winners were: Valleyfield Braves 1951, Quebec Aces 1952, Halifax Atlantics 1953 and 1954. Since 1954 there has been no competition in the Major Series.

## ALLAN CUP

Sir H. Montague Allan donated the Allan Cup; C.V.O. shortly after the Stanley Cup became the championship trophy of the professional hockey clubs. While the Stanley Cup was an amateur trophy the proceeds from Cup games went to the competing teams, but this led to abuses of the principles of amateurism, owing to clubs gathering star players from all parts of the country, regardless of cost, knowing that if they got into a Stanley Cup series their share of the receipts would take care of the extra expenses in building up a championship team.

Upon the organization of the professional league the senior player who did not turn pro, retired from the game, which reduced senior amateur hockey to practically an intermediate basis, which, of course, greatly discouraged those interested in the amateur game, and it was at this stage that Northey prevailed upon Sir Montague to offer a trophy for the encouragement of

the amateurs, and to safeguard it with such rules and regulations as to prevent it from ever becoming a menace to the sport it was designed to foster. It was decided to make the Cup a challenge trophy open to any senior club having won the championship of its league that year. The surplus proceeds after paying the legitimate expenses of the competing teams to be given to charity.

The Cup was presented to the Victoria Hockey Club of Montreal, and to be defended by the champion of their league that year. The Cliffsides of Ottawa was the first club to defend the Cup as Champions of the league in which the Cup was held. The Queen's University team of Kingston was the first challenger and was successful in winning the first series of matches for its possession.

From this time on, interest in the Allan Cup became greater each year until the challenges became so numerous that it was impossible for any team holding the Cup to defend it against all those clubs sending in challenges.

The trustees then arranged elimination games between teams from the same territory and also limited the number of times the holders could be called upon to defend the Cup in one season to three. Even this did not entirely eliminate the difficulties that the trustees had to contend with, and it was quite evident that some other method would have to be adopted in order to give satisfaction.

In 1914, Claude Robinson, who had for some time been acting as Western representative for the trustees, suggested that a governing body be formed. This idea was looked upon with favor by the trustees, and Robinson was asked to communicate with the various leagues and associations, and arrange for a meeting of representatives to discuss the project. This meeting took place in Ottawa at the close of the annual meeting of the A.A.U. of C. in December 1914, when Robinson outlined his plan, which met with the unanimous support of those present, and Hockey Canada was formed with Branches in the Provinces of Quebec, Ontario, Manitoba, Saskatchewan, Alberta and British Columbia. Dr. W.F. Taylor, of Winnipeg, was its first President.

The "Allan Cup" was accepted as the trophy emblematic of the senior amateur hockey championship of Canada, under the rules and regulations as enacted by the trustees of the Cup, and in accordance with the Deed of Trust.

The trustees continued to disburse a portion of the surplus funds to charity, but retained an amount each year for the purpose of building up a reserve fund to guard against the possibility of the receipts in some years being insufficient to meet the expenses of the competing teams.

During the period of the war it was difficult to get representatives from the various Branches to attend meetings of the Association, owing to the heavy cost of sending delegates, and in order to prevent representation by proxy it was agreed between the trustees from each Association that the expenses of one delegate from each Branch be paid out of the Cup funds, and that sufficient money be provided by the trustees to permit of the proper functioning of the Association as a governing body.

In 1920 the trustees financed the cost of sending a Canadian team to compete in the Olympic Games in Antwerp, and again in 1924 the sum of five thousand dollars was given to the Canadian Olympic Committee towards the expenses of the team that represented Canada at Chamonix.

Hockey Canada has fully justified its existence by becoming one of the largest governing bodies of amateur sport in Canada, and Claude Robinson, of Winnipeg, is entitled to be known as its founder.

In 1928 the Allan Cup was donated outright to Hockey Canada, the formal acceptance taking place at the Annual Meeting at the Chateau Laurier in Ottawa in March, when a Board of Trustees, consisting of C.A.H.A. members, was appointed for one year; the personnel being S.P. Quilty, Ottawa, ON; A.B. King, Okotoks, AB, and A.E. Gilroy, Portage la Prairie, MB. A vote of thanks was tendered to Sir Montague Allan for his generosity, and to Wm. Northey, of Montreal, and his co-workers on the Trustee Board on their retirement after many years of splendid service in the interest of amateur hockey.

At the Association Annual Meeting in Winnipeg in 1984 the classification of teams competing for the Allan Cup was changed to Senior AAA.

#### PATTON CUP (Retired)

This trophy was awarded for the championship of Senior hockey in Western Canada and was first competed for in 1925. It was presented by T.B. Patton.

#### G. P. Bolton Memorial Trophy (Retired)

In 1938 the Maritime Amateur Hockey Association provided this trophy to be emblematic of the Eastern Canada Senior Championship. The trophy is in memory of the late G.P. Bolton of Sussex, New Brunswick, one of the founders and the first president of the Maritime Amateur Hockey Association.

#### O.H.A. MEMORIAL CUP

The O.H.A. Memorial Cup was presented to Hockey Canada in March 1919 for the Canadian Championship of Junior teams in national competition in memory of the many Canadian hockey players who had made the supreme sacrifice for their country in the First Great War, 1914-1918.

Junior hockey was in its infancy across Canada at this time, but the presentation of the trophy for national competition provided the spark that was required to make it a very live issue throughout the Dominion.

The Ontario Hockey Association (O.H.A.) assumed the financial responsibility for the national Junior series in the first two years of operation. University of Toronto, O.H.A. champions won the first series in 1919. The Toronto students first defeated the Melville team of Montreal, and then won from the Regina Pats team, Abbot Cup winners in a two-game series at the Mutual Street Arena in Toronto, to take the first national championship. In 1920, the O.H.A. champions, the Toronto Canoe Club team, became the winners, defeating Loyola College of Quebec, Selkirks

of Manitoba and Fort William Beavers of Thunder Bay in that order. First victory for Western Canada was in 1921 when the Winnipeg Falcons defeated Regina Victoria's, Fort William Rangers and then Stratford Midgets in the two game total goal final at Toronto by eleven goals to nine. That victory established the series as a national championship and it has been one of the great annual hockey fixtures ever since.

However at the Association's Annual Meeting in 1970, Junior "A" hockey was divided into two classifications, namely Major Junior and Junior "A". The OHA, QJHL and WCJHL were placed in the Major Junior category leading to the Memorial Cup and all other Junior teams across the country who were previously entered in Memorial Cup playdowns were placed in the Junior "A" category and played off for a new national trophy presented by the MB AHA. In completing this re-classification of Junior hockey for the 1970-71 season, new trophies were accepted by the Association and other trophies re-assigned as follows:

- Canadian Major Junior Championship OHA Memorial Cup.
- Eastern Canada Major Junior Championship George T. Richardson Memorial Trophy.
- Western Canada Major Junior Championship Monseigneur Athol Murray Trophy.
- Canadian Junior "A" Championship Centennial Trophy (MB).
- Atlantic Canada Junior "A" Championship Callaghan Cup.
- Central Canada Junior "A" Championship Dudley-Hewitt Trophy.
- Western Canada Junior "A" Championship Abbott Memorial Cup.

#### **GEORGE T. RICHARDSON MEMORIAL TROPHY**

The George T. Richardson Memorial Trophy was presented to Hockey Canada in April 1932 by James A. Richardson to perpetuate the memory of his brother, who died overseas. It is emblematic of the Eastern Canada Major Junior Championship and is a treasured trophy. Lieut. George T. Richardson was one of the hockey greats of Kingston and his fame endures forever as a great hockey person, as a good citizen and as a soldier, who gave up his life for his country.

#### CENTENNIAL TROPHY (MANITOBA) (Retired)

The Manitoba Centennial Trophy, dedicated to all who contributed to the growth of amateur hockey in Manitoba, was presented to the Association by the Manitoba Amateur Hockey Association to commemorate their centennial year of 1970. The trophy was emblematic of the Junior "A" Championship of Canada and was played for the first time in 1971.

#### **CALLAGHAN CUP**

This trophy is dedicated to Pius Callaghan for his outstanding contribution to amateur hockey in the province of Prince Edward Island. The trophy is emblematic of the Atlantic Canada Junior "A" Championship and was played for the first time in 1981.

## DUDLEY-HEWITT MEMORIAL TROPHY

This trophy was put up by the Association in memory of the late George Dudley and W.A. Hewitt, both outstanding contributors to amateur hockey. The trophy is emblematic of the Central Junior "A" Championship of Canada and was played for the first time in 1971.

## ABBOTT MEMORIAL CUP (Retired)

Capt. E.L. (Hick) Abbott was a noted hockey player in Western Canada. He captained the Regina Victoria's when it won the Junior Championship of Canada in 1913 and 1914. Capt. Abbott died on active service in the war of 1914-1918 and the trophy was presented in his memory in 1919 by the Saskatchewan Amateur Hockey Association and is awarded annually for the championship of Junior "A" Hockey in Western Canada.

#### W.G. HARDY TROPHY (Retired)

Although Inter-Branch Intermediate competition had taken place for many years, a National Championship, under sponsorship of this Association, did not take place until the spring of 1968. Sept lles Mineurs, Quebec, became the first National Champions when they defeated Meadow Lake Stampeders in a series played at North Battleford, SK.

A new trophy, emblematic of this championship, was presented by a group of North Battleford realtors and the trophy was subsequently accepted by Hockey Canada and named in honour of Dr. W.G. Hardy of Edmonton, Hockey Canada Life Member.

At the Association's Annual Meeting in Winnipeg in 1984, the classification of teams competing for the "Hardy Trophy" was changed to Senior AA. When Hockey Canada decided to terminate a National Championship at this level of competition, the Hardy Trophy was retired.

#### EDMONTON JOURNAL TROPHY (Retired)

Upon the establishment of competition between the Western Branches in Intermediate hockey The Journal of Edmonton presented a trophy to be emblematic of the championship of that series and this has done much to stimulate interest in Inter-Branch Intermediate competition in Western Canada, which has been conducted so successfully for many years.

#### **COL. J. BOURQUE CUP**

Eastern Canada has not engaged in Inter-Branch Intermediate competition as long as Western Canada but when this competition was commenced a trophy emblematic of the Eastern Canada Intermediate Championship was provided by Colonel J. Bourque.

## WILLS INTERNATIONAL TROPHY

International competition has long been provided for and for many years competition has been carried on between clubs in the United States of America and Canada. In 1922, Hamilton B. Wills of Toronto provided this trophy to be emblematic of international competition between the United States of America and Canada.

#### TELUS CUP

With the introduction of Air Canada as the corporate sponsor of Hockey Canada came the birth of a National Midget Hockey Championship "The Air Canada Cup", which was unveiled at the 1978 CHA Annual General Meeting in Regina, SK.

The first Air Canada Cup National Midget Hockey Championship was held in Winnipeg, MB April 16-22, 1979 with Sainte-Foy, Quebec capturing the title. The Air Canada Cup is now retired and a new trophy, the Telus Cup, has been created, recognizing the new corporate sponsor, Telus. The first Telus Cup was won by the Saskatoon Contacts in Gatineau, Quebec in April 2005.

The Telus Cup, recognized as one of amateur hockey's most prestigious showcases, each year attracts the top Midget teams from the thirteen Branches of Hockey Canada.

#### ABBY (ABIGAIL) HOFFMAN TROPHY

This trophy was introduced in 1982 at the first National Women's Hockey Championship held in Brantford, ON where the Ontario Women's Hockey Association unveiled this trophy to be presented to the gold medalists.

Abby Hoffman is a noted sports figure across Canada, formerly holding the Director General's position for Sport Canada, and played minor hockey on a boy's team until it was discovered she was a female. This story broke and made headlines around the world as Abby aroused the hockey realms attention by displaying that females would like the opportunity to play hockey. In her later years, Abby assisted Hockey Canada and the Branches in implementing a national women's hockey championship. As a result, it was the birth of the annual Senior "A" women's hockey championship, with representation from each province vying to win this prestigious trophy.

The inaugural winner of this trophy was the Agincourt Canadians from Ontario.

## FRED PAGE CUP

The Fred Page Cup was presented to Hockey Canada in 1995 by the Quebec Provincial Junior A Hockey League in recognition of the long time commitment which had been made by Fred Page to amateur hockey and particularly Junior hockey in Canada at both the Provincial level (British Columbia) and nationally. Fred Page was also a past President of the Canadian Amateur Hockey Association and was a long time life member (deceased) of this organization. It was won by the National de Joliette in 1995 and in 1996 was won by the Moncton Gagnon Beavers. The Fred Page Cup is emblematic of Junior A hockey supremacy in Eastern Canada.

#### **RBC CUP**

The acquisition of RBC Financial Group as a major corporate sponsor of Hockey Canada saw the creation of the RBC Cup, which is presented annually to the team winning the National Junior A Championship of Canada. The RBC Cup was first played for in 1996 and was won by the Vernon Vipers of the BCAHA.

## CLARKSON CUP

The Clarkson Cup is awarded to the winner of the National Women's Hockey Championship. Like the Stanley Cup, it was created by and named for a Governor General of Canada, in this case, the Right Honorable Adrienne Clarkson. Though initially awarded in 2006 to the Canadian national women's hockey team, it was intended to be awarded to the top women's club in Canada. It was awarded to the women's national champion team for the first time in 2009. In the interim, the Abby Hoffman Cup was presented both to the top women's senior hockey team and the top women's club team in Canada.

# ESSO CUP

The newest of Canada's national championships, the Esso Cup was created in 2009 to recognize the national female Midget champions. The tournament follows a format identical to the TELUS Cup, the national championship for boys' Midget hockey, with five regional champions (Pacific, West, Ontario, Quebec and Atlantic) along with a host team. Esso has long been a supporter of women's hockey and of Hockey Canada, dating back to its long-time involvement with the now-defunct Esso Women's Nationals.

# Hockey Canada Senior Minimum Suspension Chart

The following minimum suspensions are not to be reduced; Branches, Association and Leagues may strengthen any of the listed offenses at their discretion.

FIGHTING RULE 6.7	SANCTION	
Any player who engages in his 3rd fight in a seas	on. 1 Game	
Any player who engages in his 4th fight in a seas	on. 2 Games	
Any player who engages in his 5th fight in a seas	on. 3 Games	
Any player who engages in his 6th fight in a seas		
	suspension	
Third (3rd) man in a fight (Rule 6.7 (c))	1 Game	
Any player receiving a fighting major penalty, whi		
subsequent fight during the same stoppage of pl	ay.	
REMOVING HELMET		
Any player who removes his chinstrap before or	during a fight. 1 Game	
If a player removes his helmet and releases his		
opposing player doesn't, the former will be asse minor penalty.	ssed an additional two-minute	
Any player who removes an opponent's helmet of	or releases an opponent's 1 Game	
chinstrap before or during a fight.		
LEAVING THE BENCH RULE 9.5	SANCTION	
Any player identified as the first to leave the play 9.5 (b))	vers' bench during a fight. (Rule 2 games	
Any player identified as the first to leave the pen 9.5 (b&d))	alty bench during a fight. (Rule 3 games	
The Coach of a team whose player is penalized u	under the above two points. 2 games plus	2
The coach of a team whose player is penalized t	\$2000 fine	a
	during Hockey	,
	Canada region	nal
	and national	
	championship	
	with Branches	
	set the value of	of
	the fine for	
	provincial play	y.

#### MINIMUM SUSPENSION CHART

The Coach whose player left the player bench but is not identified as the first to leave the players or penalty bench during an on ice altercation. (Rule 9.5 (c) )	1 game plus a \$1000 fine during Hockey Canada regional and national championships, with Branches to set the value of the fine for provincial play.
Any player identified as being the first to leave the players bench to start a fight.	3 Games
Any player identified as being the first to leave the penalty bench to start a fight.	4 Games

INSTIGATOR OR AGGRESSOR	
1st Offense	Game
	Misconduct
2nd Offense	1 Game
3rd Offense	3 Games
The coach of a team whose player is penalized for a third offence of Instigator or	3 Games
Aggressor	
PRE-GAME/POST – GAME ALTERCATIONS	
Any player involved in pre-game or post-game altercations where Majors and Game Misconducts are assessed (max 5 per team)	1 Game
Coach of a team whose players are so penalized	3 Games plus a \$2000 fine
	during Hockey
	Canada regional
	and national championships,
	with Branches to
	set the value of
	the fine for
	provincial play.
Any team involved in a pre-game or post-game game brawl	Fine to be
	determined
	during Hockey
	Canada regional
	and national championships,
	with Branches to
	set the value of
	the fine for
	provincial play.

#### MINIMUM SUSPENSION CHART

MATCH PENALTIES		SANCTION
Butt-ending (when a Match penalty	is assessed)	2 Games
Deliberate Attempt to Injure		2 Games
Deliberate Injury		Indefinite Suspension
Grabbing the Facemask (when a Ma	tch penalty is assessed)	2 Games
Hair Pulling (when a Match penalty	s assessed)	2 Games
Head Butting		2 Games
Molesting Officials		Indefinite Suspension
Spearing (when a Match penalty is a	assessed)	2 Games
Spitting at an opponent, team officia	al or game official	2 games
Gross Misconduct		1 Game
Game Misconduct - Verbal Abuse of	f Official (Rule 9.2)	1 Game
Checking From Behind when a Majo	r Penalty and Game Misconduct is assessed	1 Game
Checking from Behind when a Match	n penalty is assessed	2 Games
Checking to the Head When a Major	Penalty and Game Misconduct is assessed	1 Game
Checking to the Head when a Match	penalty is assessed	2 Games

# Hockey Canada Minor/Female Hockey Minimum Suspension Chart

The following minimum suspensions are not to be reduced; Branches, Association and Leagues may strengthen any of the listed offenses at their discretion.

FIGHTING RULE 6.7	SANCTION
Any player who engages in his $1^{st}$ fight in a season.	Game Misconduct plus 1 Game
Any player who engages in this 1 light in a season.	Game Misconduct plus 1 Games
season which occurs within the last 10 minutes of	Game Misconduct plus 2 Games
regular time or any time in overtime, or at the	
conclusion of the game.	
Any player who engages in his 2 <sup>nd</sup> fight in a	Game Misconduct plus 2 Games
season.	
Any player who engages in his 2 <sup>nd</sup> fight in a season	Game Misconduct plus 3 Games
which occurs within the last 10 minutes of regular	
time or any time in overtime, or at the conclusion of	
the game.	
Any player who engages in his 3rd fight in a	Indefinite suspension
season.	
Third (3 <sup>rd</sup> ) man in a fight (Rule 6.7 (c))	2 Games
Any player receiving a fighting major penalty, which	2 Games
is a result of a second or subsequent fight during	
the same stoppage of play.	
REMOVING HELMET INFRACTIONS	SANCTION
Any player who removes his chinstrap before or	Game Misconduct + 1 Game
during a fight.	
If a player removes his helmet and releases his	Game Misconduct + 1 Game
chinstrap to fight and the opposing player doesn't,	
the former will be assessed an additional two-	
minute minor penalty.	
Any player who removes an opponent's helmet or	Game Misconduct + 1 Game
releases the opponent's chinstrap before or during	
a fight.	
LEAVING THE BENCH RULE 9.5	SANCTION
Any player identified as the first to leave the	2 Games
players' bench during a fight. (Rule 9.5 (b))	
Any player identified as the first to leave the penalty	3 Games
bench during a fight. (Rule 9.5 (b&d))	
The Coach of the team whose player is penalized	3 Games
under the above two points.	
The Coach whose player left the player bench but is	1 Game
not identified as the first to leave the players or	
penalty bench during an on ice altercation. (Rule	
9.5 (c) )	
Any player identified as being the first to leave the	3 Games
players bench to start a fight.	o dantoo
playors borron to start a right.	

### MINIMUM SUSPENSION CHART

The Coach of the team whose player is penalized under the above two points.	3 Games
Instigator or Aggressor	Recommendation
1 <sup>st</sup> Offense	Game Misconduct
2 <sup>nd</sup> Offense	2 Games
3 <sup>rd</sup> Offense	3 Games
The Coach of a team whose player is penalized for a third offence of Instigator or Aggressor	3 Games
PRE-GAME/POST GAME ALTERCATIONS	SANCTION
Any player involved in pre-game or post-game	2 Games
altercations where Majors and Game Misconducts are assessed	2 dames
altercations where Majors and Game Misconducts	Indefinite Suspension

MATCH PENALTIES	SANCTION
Butt-ending (when a Match penalty is assessed)	3 Games
Deliberate Attempt to Injure	3 Games
Deliberate Injury	Indefinite Suspension
Grabbing the Facemask (when a Match penalty is	3 Games
assessed)	
Hair Pulling (when a Match penalty is assessed)	3 Games
Head Butting	3 Games
Kicking	3 Games
Molesting Officials	Indefinite Suspension
Spearing (when a Match penalty is assessed)	3 Games
Spitting at an opponent, team official or game	3 games
official	
Gross Misconduct	2 Games
Game Misconduct – Verbal Abuse of Official (Rule	2 Games
9.2)	
Checking From Behind	1 Game
When a Major Penalty and Game Misconduct is	
assessed	
Checking From Behind	4 Games
When a Match Penalty is assessed	
Checking to the Head	1 Game
When a Major Penalty and Game Misconduct is	
assessed	
Checking to the Head	4 Games
When a Match Penalty is assessed	


#### NOTES

