

# COC CODE OF ETHICS

April 1, 2025



Comes into effect on	Replaces	Location
April 1, 2025	COC Code of Ethics (April 1, 2024)	COC WEBSITE <a href="https://olympic.ca/canadian-olympic-committee/governance/policies/">https://olympic.ca/canadian-olympic-committee/governance/policies/</a>

## **DEFINITIONS**

“**Appeal**” has the meaning set forth in **Section 10**.

“**Appeal Committee**” has the meaning set forth in **Section 10**.

“**Benefit**” means the direct or indirect receipt or provision of money or the equivalent such as, but not limited to, bribes, gains, gifts and other advantages including, without limitation, winnings and/or potential winnings as a result of a wager; the foregoing shall not include official prize money, appearance fees or payments to be made under sponsorship or other contracts. Sporting advantage is also a benefit.

“**CEO**” has the meaning set forth in **Section 1**.

“**COC**” has the meaning set forth in **Section 1**.

“**COC Activities**” has the meaning set forth in **Section 2**.

“**COC Employee**” means a COC employee (full-time, part-time, permanent, fixed-term, casual or intern) of the COC. For the avoidance of any doubt, consultants, contractors, and other service providers are not considered COC Employees.

“**COC Participants**” has the meaning set forth in **Section 2**.

“**Competition**” means any sports competition, tournament, match or event, organised in accordance with the rules of a Sport Organisation (including without limitation an International Federation, National Sport Organization, Multisport Service Organisation or its affiliated organisations).

“**Confidential Information**” has the meaning set forth in **Section 3.1**.

“**CSSP**” has the meaning set forth in **Section 1**.

“**Entities**” has the meaning set forth in **Section 3.2.1(e)**.

“**Ethics Code**” means this COC Code of Ethics.

“**Family Member**” shall include, but is not limited to, a spouse, partner, natural or adoptive parent, child, sibling, people who are in an intimate relationship and people who permanently reside together.

“**Games**” has the meaning set forth in **Section 2**.

“**Gifts**” has the meaning set forth in **Section 6.3.2.5**.

“**Inside Information**” means information relating to any competition that a person possesses by virtue of their position in relation to a sport or Competition, excluding any information already published or common knowledge, easily accessible to interested members of the public or disclosed in accordance with the rules and regulations governing the relevant Competition;

“**NSO**” means the National Sport Organization.

**“Person in Authority”** has the meaning set forth in **Section 6.3.3**.

**“Person in Leadership”** has the meaning set forth in **Section 6.1**.

**“President”** has the meaning set forth in **Section 1**.

**“Related Party”** shall include a Family Member, associates or any organization or corporation controlled by any of these individuals.

**“Sports Betting, Bet or Betting”** means any wager of a stake of monetary value in the expectation of a prize of monetary value, subject to a future and uncertain occurrence related to a Competition.

# 1. PURPOSE

The Canadian Olympic Committee (“COC”) and the Canadian Olympic Foundation (“COF”) (individually and collectively hereinafter referred to as the “COC”) expect every person who is involved in the Olympic Movement in Canada to conduct themselves with integrity and uphold the highest standards of conduct and ethics, in accordance with Olympic and COC values.

COC Participants (as defined in **Section 2**) are expected to conduct themselves in all matters involving or impacting the COC, and where they may be seen to be representing the COC, in a manner that is fully consistent with the highest standards of behaviour. At all times, the behaviour of COC Participants must reflect and not compromise the reputation of the COC and the trust of the COC’s stakeholders and the Canadian public.

To this end, COC Participants will:

- acquaint themselves with the COC’s mission, vision, values and policies and behave accordingly;
- not participate in, condone, or engage in dishonesty, fraud, deceit, misrepresentation or illegal activities; and
- comply with all COC Policies (as defined below).

The purpose of this Code of Ethics (the “**Ethics Code**”) is to promote COC values and underscore the COC’s commitment to the highest standards of integrity and to foster a culture of ethics in the work and sport environment where:

- the COC and Olympic values and expected standards of ethical behaviour are understood, communicated, championed, and lived by all COC Participants;
- there is adherence to all applicable laws, regardless of where the work of the COC is being conducted; and
- the conduct of COC Participants is ethical, transparent and maintains public confidence in the integrity of the COC.

This Ethics Code describes the behaviours that are prohibited so that they are known to COC Participants and, to the extent prohibited behaviour does occur, it outlines a duty to report, a clear reporting process and a mechanism to address the wrongful conduct. This Ethics Code further ensures that the decisions and actions of COC Participants are consistent with the vision and values of the COC, the IOC Code of Ethics and the Olympic Charter, which the COC is committed to upholding. For greater certainty, this Code of Ethics is one of several COC codes and policies that govern the conduct of COC Participants. Other policies also include, without limitation, the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (“**UCCMS**”), the Canadian Safe Sport Program Rules (“**CSSP**”), the COC Policy on the Management of Safe Sport Complaints, the COC Workplace Conduct Policy and the COC Whistleblowing Policy (collectively the “**COC Policies**”), as may be amended, modified, supplemented, restated and/or replaced from time to

time. It is possible that certain conduct or behaviours could result in the application of one or more COC Policies and/or policies of another organization, and could therefore trigger the respective processes under any and all applicable policies, and the resulting applicable sanctions, if any, which may apply in parallel.

In furtherance of the purposes of this Ethics Code, all COC Participants are expected to:

- raise any concerns about unethical behaviour;
- report any prohibited behaviour, or any breach, or potential or suspected breach of this Ethics Code;
- work together to uphold the highest standards of integrity and to foster a culture of ethics in the work and sport environment; and
- exercise responsible judgment in complying with both the language and the spirit of this Ethics Code.

The COC Chief Executive Officer and Secretary General (“CEO”) and the President of the COC (“President”) shall have an integral role in furthering the purposes of this Ethics Code and in its effective implementation.

## 2. SCOPE OF APPLICATION

This Ethics Code applies to all COC participants, which includes all individuals engaged in any paid or volunteer capacity with the COC or individuals otherwise under the jurisdiction of the COC (“COC Participants”). Without limiting the foregoing, COC Participants include the following:

- a) COC Directors, officers, members, committee members and volunteers;
- b) COC Employees and persons under contract with the COC;
- c) all athletes eligible for nomination to, or forming part of, any team participating in Competitions over which COC has jurisdiction; and
- d) all persons participating in Competitions over which COC has jurisdiction including coaches, medical and paramedical personnel, sports organisation representatives, and other support persons.

This Ethics Code applies at all times, wherever the COC work or activities take place, which includes the COC offices as well as external locations in Canada and abroad and includes all activities and events over which the COC has jurisdiction, such as the Olympic Games, Pan American Games, Youth Olympic Games, ANOC Beach Games and any other Games to which the COC sends an official delegation (the “Games”), as well as all other events and activities organized or hosted by the COC (collectively, including the Games, the “COC Activities”). Without limiting the foregoing, it is acknowledged that COC Participants may be subject to other policies through the COC or through National Sports Organizations (“NSO”), the International Olympic Committee, the Pan American Sports Organization or otherwise, and that this Ethics Code is not intended to replace or repeal such policies.

## 3. BEHAVIOUR EXPECTATIONS AND STANDARDS

### 3.1 Confidentiality

During the course of working or volunteering with the COC, COC Participants may have access to sensitive and confidential information. Every COC Participant has a duty to take reasonable steps to secure Confidential Information and to not disclose such Confidential Information. “**Confidential Information**” is defined as any non-public information of the COC known to the COC Participant by virtue of their connection to the COC, whether or not marked “confidential”, but does not include:

- a) information available to the COC Participant on a non-confidential basis prior to its disclosure to the COC Participant;
- b) information demonstrably independently developed by, or known to the COC Participant outside of their connection to the COC (except from a source whom the COC Participant knew or ought to have known was bound by confidentiality at the time of disclosure);
- c) information known or available to the general public other than as a result of disclosure by the COC Participant; or
- d) information which becomes public through no fault of the COC Participant.

Confidential Information that COC Participants receive through their relationship with the COC must not be divulged to anyone other than persons who are authorized to receive such information. A COC Participant must not use information that is gained due to their relationship with the COC, in order to further any personal, private and/or public interest. COC Participants must not engage in any financial transactions, contracts, or private arrangements for personal profit, which accrue from, or are based upon, Confidential Information that they gain by reason of their position with the COC, with the exception of COC Participants in the context of their contracts for services or employment with the COC. These restrictions remain in effect following the termination or expiration of the COC Participant’s involvement with the COC, for so long as the information remains confidential.

Any intentional or negligent disclosure of Confidential Information to persons who the COC Participant knew or ought to have known should not have received the Confidential Information, or misuse of Confidential Information, may result in sanctions under this Ethics Code.

### 3.2 Conflict of Interest/Unethical Conduct

#### 3.2.1 Requirement to Avoid Conflict of Interests

All COC Participants are obligated to avoid conflicts of interest and the appearance of a conflict of interest. COC Participants must avoid situations where their or their Family Members’ personal interests could interfere or may conflict, directly or indirectly, with their obligations to the COC. COC Participants must not allow their personal interests or the interests of their Family Members to take precedence over the interests of the COC. No COC Participant shall have an undisclosed direct or indirect interest in or relationship with any outside organization or person that might affect the objectivity or independence of their judgment in carrying out the duties and responsibilities they have with the COC. Anything that could constitute a conflict

of interest or unethical conduct on the part of a COC Participant is also a conflict of interest if knowingly engaged in through a third party such as a Family Member, or other Related Party.

A COC Participant is required to disclose any conflict, or potential conflict of interest to the COC Participant's immediate supervisor, the CEO or the President as soon as the COC Participant becomes aware of it and must recuse themselves from any related decisions, unless the CEO determines otherwise.

Conflicts of interest may arise in situations involving:

- a) An interest, either real or perceived, that benefits the COC Participant or a Related Party;
- b) Outside organizations with which the COC Participant has an official governing responsibility, or which employ the COC Participant or a Family Member;
- c) The COC Participant having a financial interest in an outside organization;
- d) Real or perceived potential to compromise the best interests of the COC;
- e) Material and direct personal involvement with Games bid city committees, sponsors, suppliers, vendors, contractors, customers or others (collectively the "Entities"), seeking to benefit from the assistance of the COC Participant in their capacity with the COC;
- f) Exerting undue influence with respect to the qualification of an athlete for Games;
- g) Ownership of a material interest in one or more Entities, acting in any material capacity in one or more Entities, or acceptance of material payments, services or loans from such Entities; and/or
- h) Ownership of property directly and specifically affected by the COC's actions or acquired as a result of Confidential Information obtained from the COC.

### 3.2.2 **COC Board of Directors**

- a) Without limiting the generality of the above, (i) COC Directors shall not allow their loyalty to the COC to be compromised by their relationship to or involvement in another organization or corporation. It is acknowledged that there may be representation of NSO members on the Board. The fact that a Director may owe a duty of loyalty to both a recognized NSO on whose board they serve, and to the COC, does not by itself create a conflict of interest. A Director may have in mind the interests of an NSO when considering a matter that is before the Board, provided always that such Director has disclosed the relationship, keeps an open mind, and is left free to exercise and does exercise their own judgment, take a position, or cast a vote, solely with a view to the best interests of the COC. The same considerations apply with respect to IOC members in Canada who are required both by the Olympic Charter and the COC General By-Law No. 1 to be members of the COC Session and Board.
- b) Where a conflict of interest has been disclosed by a COC Director, the conflict must be either resolved or approved by any two (2) of the President, the CEO, and the Chair of the Governance and Ethics Committee, before consummating any part of any affected transaction. In most

cases, disclosure of the conflict of interest and withdrawal or abstention from exercising any influence, and from taking part in decisions related to the matter will be sufficient to resolve the conflict of interest. The CEO shall report on the conflict and resolution at the next meeting of the Board.

- c) In the event a COC Director has a conflict of interest in relation to an issue or matter on the Agenda of a meeting of the Board or COC Session, he or she will make a brief but informative declaration of the conflict before any discussion of the matter occurs, and will withdraw from the meeting while the topic is discussed, unless the Board determines such Director may remain. The declaration and withdrawal from the meeting, if applicable, will be recorded in the minutes of the meeting.

### **3.2.3 Preferential Treatment**

COC Participants must not act in their official roles with the COC to assist organizations or persons in their dealings with the COC, if this may result in, or potentially appear to result in, preferential treatment to that organization or person.

### **3.2.4 Corporate Property**

COC Participants must not use corporate property to pursue their private interests or the interests of a Related Party. Without limiting the foregoing and subject to the COC's Information Technology Resource Use Policy, occasional, limited personal use of COC computers, phones and other communication equipment is permitted, provided it does not negatively impact productivity, or interfere with normal business operations. Corporate property includes, but is not limited to, real and tangible items such as monetary assets, land, buildings, furniture, fixtures, equipment, and vehicles and also includes items such as data, computer systems, reports, information, proprietary rights, patents, trademarks, copyrights, logos, name, and reputation.

### **3.2.5 Benefits, Entertainment and Gifts**

COC Participants must not solicit or accept benefits, entertainment or gifts (collectively, "Gifts") in exchange for or as a condition of the exercise of their duties, or as an inducement for performing an act associated with their duties or responsibilities with the COC. Without limiting the foregoing, COC Participants may accept unsolicited Gifts associated with their official duties and responsibilities, but only if such Gifts are within the bounds of propriety, a normal expression of courtesy, within the normal standards of hospitality, would not bring suspicion on the COC Participant's objectivity and impartiality and would not compromise the integrity of the COC. If a Gift does not meet all of these measures, it will be considered an improper Gift.

An improper Gift must be returned as soon as practicable. If it is not possible to return the improper Gift or if there is some other valid reason for not returning an improper Gift, such Gift must be disclosed to the CEO or President who will determine how to deal with the Gift, having regard to the language and spirit of this Ethics Code. In exceptional circumstances, the CEO or President may waive compliance with these restrictions provided such waiver does not compromise the integrity of the COC and the purposes of this Ethics Code.

Similarly, COC Participants may not give away Gifts on behalf of the COC in exchange for, or as a condition of, any benefit for the COC or the COC Participant. A COC Participant may give away a Gift provided that



such a Gift: is within the bounds of propriety, courtesy or hospitality, would not bring suspicion on the COC Participant's objectivity and impartiality and would not compromise the integrity of the COC.

It is the responsibility of the COC Participant to ensure that a gift, whether received or to be given, is proper. If in doubt, the COC Participant should consult with the individual to whom they report.

### **3.2.6 Future Employment or Services**

COC Participants must not allow prospects of outside or future employment, appointment or investment to create a real or perceived conflict of interest during their appointment with the COC.

### **3.2.7 Political Activities**

- a) COC Participants are free to participate in partisan political activities. Their political activities, however, must be clearly separated from activities related to their involvement with the COC.
- b) If engaging in political activities, COC Participants must remain impartial and retain the perception of impartiality in relation to their duties and responsibilities to the COC. Partisan politics must not be introduced into the COC work or sport environment in any way that creates undue or inappropriate influence on other COC Participants or persons or business enterprises with whom the COC does business.
- c) In order to ensure its independence and objectivity, the COC will not use corporate funds, goods, or services as a contribution to or in support of political parties, candidates, activities or campaigns.

### **3.2.8 Working Relationships**

COC Participants and their Family Members may not be employed, or hold office, in situations where:

- a) a reporting relationship exists where a COC Participant has decision-making power over the Family Member's performance evaluation, compensation, perquisites, opportunities, appointment, special permissions, conditions of work, team participation or selection and similar matters; and/or
- b) the working relationship affords an opportunity for collusion between the two individuals that could have a detrimental effect on the COC's interests.

Should a situation of this nature arise, the COC Participants must disclose such relationship to the CEO. This restriction may be waived if the CEO is satisfied that sufficient safeguards are in place to ensure that the COC's interests are not compromised.

### **3.3 Intimate or Sexual Relationships**

An intimate or sexual relationship between an individual who is perceived to be in a position of authority or power ("**Person in Authority**") over the individual with whom the intimate or sexual relationship has occurred, or where it is reasonable to perceive there to be a power imbalance, may be inappropriate behaviour, even if all parties are consenting adults and may also constitute a conflict of interest. The Person in Authority shall promptly disclose the existence of the relationship to the CEO and the CEO shall

determine whether or not the conduct was detrimental to the individual involved, to others, or to the reputation of the COC and whether there is a conflict of interest. Should the CEO determine that the conduct was detrimental to the individual involved, to others, or to the reputation of the COC, or that a conflict of interest existed, the provisions of this Ethics Code shall apply, and sanctions may be imposed.

### **3.4 Manipulation of Competitions and Sports Betting:**

The COC acknowledges that the manipulation of Competitions represents a danger to the integrity of sport and declares its commitment to the principles set out in the [Olympic Movement Code on the Prevention of the Manipulation of Competitions](#) which forms an integral part of the Olympic Charter and which shall apply to all COC Participants.

COC Participants are expressly prohibited from engaging in the following conduct, which shall constitute a violation of the [Olympic Movement Code on the Prevention of the Manipulation of Competitions](#), in addition to being a violation of this Ethics Code:

#### **3.5.1 Betting in relation to either:**

- a. A COC Participant's sport;
- b. Any Competition that is part of the Games in which the COC Participant may be involved (regardless of that person's role and of whether the COC Participant is accredited to participate in the Games or not); or
- c. for COC Participants who are COC Employees, any Competition that may serve as a direct or indirect qualifier for the Games and regardless of whether or not there are Canadian athletes participating in such Competition.

#### **3.5.2 Engaging in the Manipulation of Competitions by:**

- a. engaging in an intentional arrangement, act or omission aimed at an improper alteration of the result or the course of a Competition in order to remove all or part of the unpredictable nature of the sports Competition with a view to obtaining a Benefit for oneself and/or for others;
- b. engaging in corrupt conduct such as providing, requesting, receiving, seeking, or accepting a Benefit related to the manipulation of a Competition or any other form of corruption.

#### **3.5.3 The use or disclosure of Inside Information in the following ways:**

- a. Using Inside Information for the purposes of Betting, any form of manipulation of Competitions or any other corrupt purposes whether by the COC Participant or via another person and/or entity.
- b. Disclosing Inside Information to any person and/or entity, with or without receiving a Benefit, where the COC Participant knew or should have known that such disclosure might lead to the information

being used for the purposes of Betting, any form of manipulation of Competitions or any other corrupt purposes.

- c. Giving and/or receiving a Benefit for the provision of Inside Information regardless of whether any Inside Information is actually provided.

#### **3.5.4 Failing to Report**

- a. Failing to report to the COC (in accordance with Section 6) or any other applicable disclosure/reporting mechanism or authority (see section 6.1 below), at the first available opportunity, the full details of any approaches or invitations received by the COC Participant to engage in conduct or incidents that could amount to a violation of Section 3.5 of this Ethics Code or the Olympic Movement Code on the Prevention of the Manipulation of Competitions.
- b. Failing to report to the COC (in accordance with Section 6) or any other applicable disclosure/reporting mechanism or authority (see Section 6.1 below), at the first available opportunity, the full details of any incident, fact or matter that comes to the attention of the COC Participant (or of which they ought to have been reasonably aware) including approaches or invitations that have been received by another COC Participant to engage in conduct that could amount to a violation of Section 3.5 of this Ethics Code or the Olympic Movement Code on the Prevention of the Manipulation of Competitions.

#### **3.5.5 Failure to Cooperate**

- a. Failing to cooperate with any investigation carried out by the COC or any other sports organization in relation to a possible violation of this Section 3.5 or of the Olympic Movement Code on the Prevention of the Manipulation of Competitions, including, without limitation, failing to provide accurately, completely and without undue delay any documentation, object or information requested by the COC or competent sports organization as part of such investigation.
- b. Obstructing or delaying any investigation that may be carried out by the COC or any other sports organization in relation to a possible violation of this Section 3.5 or of the Olympic Movement Code on the Prevention of the Manipulation of Competitions, including without limitation concealing, tampering with, destroying, damaging, disabling, or otherwise altering any documentation, object or other information that may be relevant to the investigation, or requesting another person to do so.

#### **3.5.6 Aid, abetment, or attempt**

Any form of aid, abetment or any attempt by a COC Participant to violate this Section 3.5 shall be treated as a violation of this Ethics Code and the Olympic Movement Code on the Prevention of Competition Manipulations, whether or not such an act resulted in a violation and/or whether that violation was committed deliberately or negligently.

## **4. EXTERNAL ADVISOR(S)**

The COC Board (or, if the Board so delegates, a Board Committee) may appoint outside experts, including independent legal advisors, financial advisors, ethics advisors, or other advisors (hereafter “**External**

Advisor(s)”) to provide guidance and advice from time to time including in situations that pose significant ethical dilemmas or where an inherent conflict of interest exists. If appointed, the External Advisor shall be an individual who is known to possess integrity, expertise in connection with the area of advice being sought and shall be sufficiently arm’s length to the COC.

## 5. DUTY TO REPORT

In furtherance of the purpose of this Ethics Code and notwithstanding anything contained in Section 3.5 above, the COC expects that all COC Participants promptly report actual or suspected breaches of this Ethics Code or that contravenes the law (“**Report**”), provided the COC Participant has reasonable grounds to believe such suspicion is true.

The Report should include particulars of the alleged violations, including details (as applicable) of the incident(s), including dates, times, locations, description of action, account of dialogue, the name of the COC Participants alleged to have violated this Ethics Code and if applicable, the names of any witnesses or the names of other individuals who may have other relevant information on the alleged breach. The Report should also detail any corrective action taken to date.

In the event the COC reasonably believes that the reported conduct constitutes (i) criminal activity or behaviour; or (ii) a breach of other policies applicable to COC Participants (including without limitation a breach of COC Policies), the COC shall have the right to report such conduct to the appropriate authorities.

## 6. REPORTING & INVESTIGATION PROCEDURE

### 6.1 Initial Reporting

A Report of a potential, suspected, or actual breach of this Ethics Code may be reported in writing or verbally to any person in a leadership position at the COC or through the COC’s [online whistleblowing form](#) in accordance with the [COC Whistleblowing Policy](#). A COC “Person in Leadership” shall mean:

- a) Any member of the COC Board of Directors;
- b) Any member of the COC Senior Leadership Team (“SLT”); or
- c) Any member of the People and Culture department.

In relation to breaches of Section 3.5 of this Ethics Code (**Manipulation of Competitions and Sports Betting**), COC Participants may also submit a Report through the International Olympic Committee’s [Integrity and Compliance Hotline](#) or the [Canadian Centre for Ethics and Sport Integrity Hotline](#). Reports submitted through these hotlines may be referred to the COC in accordance with the policies and procedures of the applicable sport organization.

### 6.2 Processing the Report

Once a Report has been made, the Person in Leadership to whom the Report was made, shall inform the President, the CEO and/or the General Counsel and Corporate Secretary of the Report, unless one or more of them is the subject of the Report (in which case only the individuals not involved in the Report should be informed). No Person who is the subject of the Report, or who has a material personal interest in the matter, shall participate in the processing of the Report (except as may be required as part of the investigation).

Any matter involving an alleged breach of the Ethics Code:

- (a) by a member of the Board of Directors shall be handled by the President (or their delegate) in accordance with the process set out in this Code;
- (b) By a COC Employee will be handled by the COC's People and Culture department in accordance with the COC's typical process for reviewing Employee conduct, and will not be subject to the process set out under this Policy (including investigation, provisional measures, breach determination and appeals); and
- (c) all other alleged breaches shall be handled by the CEO (or their delegate).

In the event the CEO is unable to perform the duties or responsibilities described in this Ethics Code for a particular matter, or if the CEO is the subject of the Report or has a material personal interest in such matter, the CEO's duties and responsibilities for such matter, shall be performed by the President (or their delegate). In the event the President is unable to perform the duties and responsibilities, is the subject of the Report, or has a material personal interest in the matter, the duties and responsibilities for such matter will be delegated to the COC Vice President and the Chair of the Governance and Ethics Committee (or their delegate) to determine how best to deal with the matter. Accordingly, in any such circumstance, all references to the CEO or the President for the applicable matter shall be deemed replaced with the President, CEO, the COC Vice President(s) and Chair of the Governance and Ethics Committee or their respective designates, as the case may be.

Upon receiving the Report, the CEO may, in consultation with the General Counsel and Corporate Secretary, decide not to deal with a Report if, in their opinion:

- a) the facts alleged in the Report would be insufficient, if proven, to establish a breach under this Ethics Code;
- b) a further investigation of the Report would not advance the purpose of this Ethics Code in the circumstances, either because of a significant delay between the alleged events and the time of the Report, or due to any other reasonable reason; or
- c) the Report is frivolous, vexatious or made in bad faith.

### **6.3 Investigating the Report**

Unless the Report is rejected in accordance with the criteria set out above, the CEO shall either investigate the Report, delegate the investigation to an internal investigator or appoint an external investigator (in each case, the "Investigator") who shall investigate the Report and make findings of fact on the alleged violations. Whether internal or external, the Investigator must be unbiased, have no interest in the outcome of the investigation and must follow recognized industry standards for investigations. The investigation must be conducted as quickly as possible, given the circumstances of the case, and must be completed as soon as practicable, but normally within ninety (90) days.

The CEO and/or the Investigator will inform the individual who is alleged to have violated this Ethics Code (the “**Respondent**”) that an investigation has been launched, provide the Respondent with details on the alleged violations including the alleged acts and/or omissions. The Respondent shall be given an opportunity to provide a response to the allegations within a reasonable period of time, having regard to the circumstances. A Respondent may rely on any legal defenses recognized under applicable law. If the Respondent declines to do so, or does not respond within the timeframe provided, the Investigator may still complete its investigation and issue an investigation report.

The CEO, the President or the General Counsel and Corporate Secretary, as applicable, may consult with the investigator during the course of the investigation.

Confidentiality will be maintained to the greatest extent possible throughout the investigation and circulation of information will be minimized to that which is necessary to ensure fair treatment of all parties. Information, including without limitation the identity of witnesses involved in the investigation, will only be disclosed strictly on a “need to know” basis, if necessary, for purposes of investigating or taking corrective action, or as otherwise required by law.

All individuals involved in the investigation, including the Respondent are required to:

- a) Fully cooperate with the investigation, including by providing in a timely manner, any information, document or record relevant to the investigation;
- b) Respect the need for confidentiality. This means they must refrain from discussing the Report, the alleged violations, or the existence of (or their involvement in) any investigation of the Report, except as strictly required for the purposes of any investigation and resolution, to obtain advice about their rights, or as otherwise compelled by law. This is a critically important obligation, and any breach of this confidentiality obligation will be treated as a serious violation of this Ethics Code and/or other COC Policies; and
- c) Refrain from any form of reprisal against anyone involved in the investigation.

#### 6.4 **The Investigation Report**

Once the investigation is completed, the Investigator will produce a written report summarizing the investigation and the findings of fact (the “**Investigation Report**”). The Investigation Report shall be forwarded to the CEO for review. The Respondent will also receive a report on the outcome of the investigation. In the event the Report involves the conduct of a COC Participant that occurred at Games and the investigation is completed during the Games, the Chef de Mission for that Games shall also receive a report on the outcome of the investigation, unless the COC Participant is a COC Employee.

Upon receiving a copy of the Investigation Report or during the course of the investigation, the CEO, may consult with the Investigator, review the Investigation Report in draft and may provide additional terms of reference to, or request clarification from, the Investigator, provided that none of the above is done for the purposes of influencing the findings, or compromise the independence of the Investigator.

## **7. Provisional Measures**

The CEO may impose provisional measures pending the investigation and disposition of a Report, if the CEO is of the view that the imposition of such measures is in the best interest of the COC and/or the Respondent.

Provisional measures are not sanctions, and they may take many forms, including but not limited to:

- a) the imposition of measures regarding the continued participation of the Respondent in COC Activities or work of the COC;
- b) leave of absence from participation in the COC Activities or work of the COC, with pay in the case of COC Employees, or under such other terms as are seen to be appropriate; and/or
- c) security arrangements.

If the Report involves conduct at Games, the CEO shall consult with the Chef de Mission before the imposition of provisional measures which may have an impact on a COC Participant, unless the COC Participant is a COC Employee.

## **8. Breach Determination**

The CEO (or its designate) will be responsible for determining, on a balance of probabilities, whether there has been a breach of the Ethics Code in light of the findings of fact contained in the Investigation Report and for deciding what disciplinary or corrective action is appropriate in the circumstances, if any. The CEO's determination shall be communicated to the Respondent, and to the Chef de Mission if the Report involves conduct at Games by a COC Participant, unless the COC Participant is a COC Employee.

The CEO shall make a report regarding the nature of the Report to the Governance and Ethics Committee unless the Report involves a COC Employee, in which case it shall be reported to the Human Resources Committee, at the next Committee meeting or sooner if the circumstances warrant. The Governance and Ethics or Human Resources Committee, as applicable, shall provide a report to the Board at the next Board meeting and sooner if circumstances warrant.

## **9. Sanctions**

Breaches of this Ethics Code will be considered a serious matter and subject to disciplinary action. The CEO shall have the authority to impose sanctions, if deemed warranted.

When the Report arises from conduct at Games by a COC Participant, the CEO shall consult with the Chef de Mission before imposing sanctions, unless the Report involves conduct by the Chef de Mission or a COC Employee.



The Respondent shall be given a reasonable opportunity, to be established by the CEO, to make submissions to the CEO prior to the imposition of sanctions.

Sanctions may include, but are not limited to:

- a) the issuance of a warning and/or reprimand;
- b) the imposition of such temporary or permanent conditions on continued employment or involvement with COC, including without limitation, reimbursement of expenses paid by the COC on the Respondent's behalf or as a result of the violation, or on participation in some or all of the COC Activities;
- c) temporary or permanent suspension from employment or contract with COC (with or without pay), and/or from participation in some or all of the COC Activities, as the CEO may view as appropriate;
- d) a recommendation that a person's membership be revoked in accordance with the by-laws of the COC;
- e) in the case of a COC Employee or contractor, termination of employment or contract;
- f) withholding of financial support in the case of an NSO; or
- g) any other legal remedies available to the COC.

The CEO shall take into consideration any provisional measure imposed in the determination of any sanction which may ultimately be imposed. The CEO shall also take into consideration all aggravating and mitigating circumstances and shall detail the effect of such circumstances on the final decision on the sanction.

Should any sanction require a resolution to be passed by the COC Board, the CEO shall take such action as is appropriate to have the matter placed before the Board for its consideration, but the matter will not be considered prior to any appeal or expiration of right to appeal under this Ethics Code.

## **10. APPEALS**

An appeal under this Ethics Code (an "**Appeal**") will be heard and determined by a single-person ad hoc appeal committee appointed by the COC Board, unless it is determined under the circumstances that the appeal requires a three-person appeal committee (hereinafter the "**Appeal Committee**") as soon as practicable, but in no event later than thirty (30) days from the date of the notice of appeal referred to below. No person(s) hearing an Appeal pursuant to this Ethics Code shall have had prior involvement in the matter or shall otherwise have a real or perceived conflict of interest. The appeal process set out in this Section 10 shall be available to all Respondents, except for COC Employees.

### **10.1 Grounds for Appeal**

A Respondent may appeal the CEO's decision on the following grounds only:



- a) that the investigation was conducted in an unfair or biased manner;
- b) that the findings of fact contained in the investigation report are insufficient to support a determination that a breach has been established; or
- c) that the sanction is disproportionate in relation to the breach.

There shall be no appeal from any finding of fact contained in the investigation report.

### **10.2 Notice of Appeal**

The notice of appeal must be made in writing to the CEO within fourteen (14) days of the Respondent receiving notice of the CEO's decision with respect to sanctions and must state the specific grounds for the appeal.

A copy of the notice of appeal shall be promptly provided to the Chef de Mission if the appeal involves conduct at Games by a COC Participant and is being conducted during such Games.

### **10.3 The Hearing**

The following persons may appear before the Appeal Committee at its in camera hearing and make representations in the appeal:

- a) the President or CEO, as applicable;
- b) the Respondent;
- c) the Chef de Mission who may make representations where the appeal involves conduct at the Games by a COC Participant; and
- d) any other person invited by the Appeal Committee to make representations, or permitted to attend.

### **10.4 Disposition of the Appeal**

The Appeal Committee's deliberations shall take place in camera. No other person shall be present during the deliberations.

The Appeal Committee, by a majority of votes cast, may:

- a) dismiss the appeal;
- b) substitute its own determination for the determination under appeal;
- c) substitute a sanction with another sanction; or
- d) remit the Report to the CEO for further investigation and/or for re-determination in accordance with its directions.

The Appeal Committee shall provide written reasons for its disposition. A copy of the written reasons shall be provided to the CEO, the Respondent, and to the Chef de Mission if the appeal involves conduct at Games by a COC Participant.

## **11. CONFIDENTIALITY OF MATERIALS**

To the extent possible, Reports, witness statements and other documents produced under this Ethics Code or shared in an investigation, shall be held in confidence by the COC, provided that, no guarantees of confidentiality may be made by the COC. Circumstances in which information may be shared include, without limitation:

- a) when criminal conduct may be involved;
- b) when it is felt to be reasonably necessary to protect others from any other potential breach of this Ethics Code;
- c) when required to comply with other COC Policies;
- d) when required to ensure fairness or natural justice in the procedures contemplated by this Ethics Code;
- e) in the course of an investigation by a law enforcement agency;
- f) to protect the interests of the COC; and
- g) when required by law.

## **12. RECORD KEEPING**

The CEO, or their designate, shall keep a secure record of every Report under this Ethics Code. The record shall contain all relevant documentation including, if such exists:

- a) details of the report(s) and/or a copy of the Report(s) and response thereto;
- b) the terms of reference of the investigator;
- c) the provisional measures;
- d) any witness statements;
- e) the investigation report;
- f) the CEO's determinations;

- g) the sanctions imposed;
- h) all other correspondence;
- i) any material filed in an appeal.

### **13. ADMINISTRATION AND TRAINING**

The COC will ensure that COC Employees, Directors and Board Committee members are aware of and understand this Ethics Code through appropriate guidance, training, administration and review. All COC Employees, Directors and Board Committee members shall confirm in writing on an annual basis that they have read and understood this Ethics Code and agree to be bound by its terms. The COC shall be available to other COC Participants for guidance to ensure their understanding and promote adherence to this Ethics Code.

### **14. COC WHISTLEBLOWING POLICY**

This Ethics Code is supported and augmented by the COC Whistleblowing Policy. Any COC Participant may report an actual, potential, or suspected breach anonymously through the process described in the Whistleblowing Policy without fear of harassment or retaliation.

### **15. REPEAL OF PRIOR POLICIES**

This Ethics Code, once approved by the Board of the COC, shall repeal and replace all prior policies and guidelines related to the matters contained herein, including without limitation the former version of the COC Code of Ethics which came into force on April 1, 2024.