Issues of athletes being abused by people in positions of power relative to them, particularly coaches, officials and other athletes, have come to the fore in the past decade as a result of scrutiny first arising from the issues at Penn State and more recently from the issues of abuse by a team doctor (Larry Nasser) for the USA Gymnastics team, who was also a resident team doctor at Michigan State University. This brought the scandal into the center of the Olympic movement in the United States. What occurred was, to say the least, brutal, criminal, and completely shocking.

These scandals brought down top sports administrators for improperly handling the cases as they were reported or arose. Prior to these scandals, sport, and the various institutions that govern it, lacked significant direction or a standard and methodological approach to dealing with these issues. We can now see this in hindsight. Now, the UK, Australia and the United States are at the leading edge of regulation in this area.

In the United States in particular, there is extensive regulation of abuse of athletes in the sport context, particularly in Olympic sports. On January 1, 2017, the US Center for SafeSport (“SafeSport”), created by the work of a broad, cross-sectional United States Olympic Committee, went into business. Immediately following the sentencing of Larry Nasser, the number of athlete reports of abuse skyrocketed. In addition, the US Congress got involved and passed amendments to the Ted Stevens Olympic and Amateur Sports Act (“TSOASA”) to require reporting by governing body officials of abuse allegations and to recognize the role of SafeSport in the US Olympic sports environment.

When examining these issues, the first place to look is the newly amended TSOASA, to determine the rights of athletes and the accused.

SafeSport has implemented a number of fundamental regulatory documents as part of its going into business. Some of these standards are mandatory on US National Governing Bodies to implement within their own sport.

Anyone involved in sport governance or participation in Olympic sports in the US must become familiar with the “SafeSport Code for the U.S. Olympic and Paralympic Movement.” That document sets forth the standards of prohibit conduct, the requirements for reporting, the definitions of each significant term that comprises the standards of prohibited conduct, and establishes the regulatory authority of SafeSport.

SafeSport’s jurisdiction covers almost everyone who engages in Olympic sport in the United States at nearly all levels. If SafeSport does not undertake jurisdiction, it can force the relevant National Governing Body to process and prosecute any claims at lower levels. Members in National Governing Bodies agree to be bound by the SafeSport standards as a condition for their membership. In other words, the SafeSport standards have very broad application and are part of the ticket for admission to participate in Olympic sport, even at grassroots levels, in the United States.

The “SafeSport Practices and Procedures for the U.S. Olympic and Paralympic Movement” cover in great detail the requirement for reporting, the ability for anonymous and confidential reporting of alleged violations, the handling of taking interim measures
against the accused if certain standards are met (in other words, depriving the accused of their right to participate in the sport in question, which in the case of coaches can often deprive them of their livelihood), procedures relating to resolving disputes, provisions governing misconduct by covered individuals in the SafeSport investigations, guidelines for sanctions against accuseds, and the effect of determinations of civil and/or criminal legal liability against the accused in related to SafeSport proceedings.

SafeSport also promulgates “Supplementary Rules for U.S. Olympic and Paralympic Safesport Arbitrations”. JAMS, the largest provider of ADR services in the world, is the administrator of these rules and provides a dedicated, specialized panel of arbitrators to resolve these disputes. The rules cover what you might expect arbitration rules would cover, but there are differing opinions over whether those rules meet fundamental due process protections, albeit in a non-criminal, non-state action environment.

SafeSport also disseminates a set of rules for National Governing Bodies to implement within their own sport to ensure they are meeting the relevant legal requirements as promulgated by SafeSport. National Governing Bodies are expected to administer this system in connection with cases that SafeSport does not handle, and to ensure that sanctions issued by SafeSport are enforced within their sport.

This area, as a relatively young regulatory regime, is at its growing early stages. There have been numerous cases, though the cases themselves are generally not reported publicly. What the public can see is the press releases or press statements issued when someone is suspended before a hearing after being accused and SafeSport conducts its investigation, and when anyone in such a situation is vindicated, as well as when final sanctions or penalties are taken against an individuals.

We look to have a vibrant, spirited discussion about the various legal issues that arise out of this regime, the background to its formation, balancing the protection of the rights of both athletes and the accused to reach a just result, and the future prospects for regulation and dispute resolution in this environment.

This panel examines the roles of the various parties to disputes involving allegations of sexual abuse, including athletes, coaches, governing bodies, and the US Center for SafeSport. Representative lawyers will present from each of these perspectives. Copies of all of the documents referenced in this abstract have been provided to attendees and you are commended to take a quick pass through them to understand the issue prior to the session.
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*U.S. Center for SafeSport: Minor Athlete Abuse Prevention Policies*
INTRODUCTION

The U.S. Center for SafeSport (the Center) is committed to building a sport community where participants can work and learn together in an atmosphere free of emotional, physical, and sexual misconduct.

Authority: prevention training and policies

Federal law authorizes the Center to address the risk of emotional, physical, and sexual abuse of amateur athletes in the U.S. Olympic and Paralympic Movements. See Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017.

Prevention Training

Federal law authorizes the Center to develop training to prevent abuse, including emotional, physical, and sexual abuse, of any amateur athlete. At a minimum, national governing bodies and paralympic sports organizations must offer and give consistent training related to the prevention of child abuse to: (1) adult members who are in regular contact with amateur athletes who are minors and (2) subject to parental consent, to members who are minors.

Prevention Policies

Federal law also authorizes the Center to develop policies and procedures for implementation by national governing bodies or paralympic sports organizations to prevent abuse, including emotional, physical, and sexual abuse, of any amateur athlete. As a part of these policies and procedures, national governing bodies and paralympic sports organizations must implement reasonable procedures to limit one-on-one interactions between an amateur athlete who is a minor and an adult (who is not the minor’s legal guardian) at a facility under the jurisdiction of a national governing body or paralympic sports organization without being in an observable and interruptible distance from another adult, except under emergency circumstances.

Application and implementation

The U.S. Olympic Committee and national governing bodies (collectively, “Covered Organizations”) are required to follow these Minor Athlete Abuse Prevention Policies. At a minimum, these policies are also strongly recommended for National Member Organizations and Local Affiliated Organizations, and, at a maximum, the NGBs may require said organizations to follow them. Covered Organizations are responsible for implementing and monitoring compliance with these policies.

The policies and procedures set forth herein are promulgated by the Center to assist Covered Organizations in meeting their obligations under federal law. If, in implementing the required components identified here, these Covered Organizations are nonetheless not in compliance with

U.S. Center for SafeSport: Minor Athlete Abuse Prevention Policies
federal requirements, the Organization shall implement policies and procedures sufficient to meet such requirements.
TERMINOLOGY

Covered Organizations: The U.S. Olympic Committee and a national governing body.

Jurisdiction: Authority or control.

Local Affiliated Organization (LAO): A regional, state, or local club or organization that is directly affiliated with a NGB or that is affiliated with a NGB by its direct affiliation with a regional or state affiliate of a NGB. A LAO does not include a regional, state, or local club or organization that is only a member of a National Member Organization of a NGB.

Minor, child or minor athlete: An amateur athlete under 18 years of age.

National Governing Body (NGB): An amateur sports organization affiliated with a sport included on the program of the Olympic, Paralympic, or Pan-American Games, which is also recognized by the United States Olympic Committee (USOC) pursuant to the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. §§ 220501-220529. This definition shall also apply to the USOC, or other sports entity approved by the USOC, when they have assumed responsibility for the management and/or governance of a sport included on the program of the Olympic, Paralympic, or Pan-American Games.

National Member Organization: A national organization that is directly affiliated with an NGB, over which the NGB has jurisdiction (without respect to whether the NGB has disciplinary authority over individual members of that national organization), and is: (a) an Amateur Sports Organization requesting sanction from a NGB; or (b) an Applicable Amateur Sports Organization under the Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017.
PART I
EDUCATION & TRAINING POLICY

A. Adults Required to Complete Mandatory Training

The following adults at a Covered Organization, National Member Organization, and Local Affiliated Organization shall complete training concerning child abuse prevention:

- Adult members at a Covered Organization, National Member Organization, or a Local Affiliated Organization who have regular contact with amateur athletes who are minors
- An adult authorized by a Covered Organization, National Member Organization, or a Local Affiliated Organization to have regular contact with or authority over an amateur athlete who is a minor
- Adult staff and board members of a Covered Organization, National Member Organization, or a Local Affiliated Organization (with the exception of NMOs and LAOs whose adult staff and board members have no contact with or authority over minor athletes).

To satisfy the training obligations, Covered Organizations shall adhere to parts A.1, A.2, and B, below, of this Education & Training Policy.

To satisfy the training obligations, it is strongly recommended that National Member Organizations and Local Affiliated Organizations adhere to parts A.1, A. 2, and B, below, of this Education & Training Policy, and NGBs may require them to do so. The Center’s “Core Center for SafeSport Training” provides the required child abuse prevention training mandated by federal law.

1. Core Center for SafeSport Training

The above listed adults are required to complete training concerning child abuse prevention. No later than March 23, 2019, the above listed adults at Covered Organizations who are not currently in good standing with their NGB due to failure to complete required training must complete the U.S. Center for SafeSport’s Core Center for SafeSport Training (i.e., the Center’s online training or the Center’s approved in-person training; NGB access to the Center’s Core training is detailed in Appendix A):

- Before regular contact with an amateur athlete who is a minor begins; or
- Within the first 45 days of initial membership, or upon beginning a new role subjecting the adult to this policy.

*Training other than the Core Center for SafeSport Training does not satisfy this policy.* A Covered Organization may provide training in addition to the Core Center for SafeSport U.S. Center for SafeSport: Minor Athlete Abuse Prevention Policies
Training. However, if an organization provides additional training, it shall not refer to such training as “SafeSport” Training.

2. Refresher Course(s)

A refresher course is required on an annual basis (e.g., membership year or another annual cycle, as determined by the NGB) effective the calendar year following the completion of the Core Center for SafeSport Training for each of the above listed adults at a Covered Organization (NGB access to the refresher course is detailed in Appendix A). Policies, procedures and/or communications to said adults concerning refresher course requirements must be updated by September 1, 2019.

*If the NGB cannot support online course integration by this date, a NGB may submit a request for an extension by contacting ngbservices@safesport.org. The Center will review and respond to extension requests within a reasonable time.*

B. Minor Athletes

Covered Organizations shall, subject to parental consent, annually offer and give training to members who are minors regarding prevention and reporting of child abuse. Covered Organizations shall track:

- A description of the training(s);
- The date the training(s) was offered and given; and
- A description of how the training(s) was offered and given.

C. Exemptions

Exemptions from this Education & Training Policy may be made on a case-by-case basis for victims/survivors. Requests may be made directly to the U.S. Center for SafeSport, ngbservices@safesport.org, or to the relevant NGB.

The Center will work with Covered Organizations regarding appropriate accommodations for persons with disabilities to satisfy the training requirements herein.
PART II

REQUIRED PREVENTION POLICIES

A. Required policies

Covered Organizations are required to implement the following athlete prevention policies by June 23, 2019:

1. One-on-One Interactions, including meetings and individual training sessions (Covered Organizations are required to establish reasonable procedures to limit one-on-one interactions, as set forth in federal law).
2. Massages and rubdowns/athletic training modalities
3. Locker rooms and changing areas
4. Social media and electronic communications
5. Local travel
6. Team travel.

To satisfy these requirements, these policies (including the mandatory components identified in the model policies) are strongly recommended for implementation by National Member Organizations and Local Affiliated Organizations, and NGBs may require them to do so.

B. Model policies

To satisfy these requirements, the Center provides model policies to assist Covered Organizations in developing and implementing the required policies. These model policies include mandatory components (which any policy must, at a minimum, include) and recommended components. Given the uniqueness of each sport, some recommended components may not be appropriate or feasible. Covered Organizations may choose to implement stricter standards consistent with the implementation guidance below. Stricter standards may include applying the policy to additional constituents and may also include additional restrictions.

If a Covered Organization does not develop its own policy, the mandatory components will become the default policy for the Covered Organization.

C. Implementation

The mandatory components set forth in the model policies set a minimum standard. In implementing the required policies, a Covered Organization may choose to implement a policy that is stricter than the Model Policy, if it includes or is stricter than the mandatory component. If, in implementing the required policies identified here, Covered Organizations are

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not in compliance with federal requirements, the organization shall implement policies and procedures sufficient to meet such requirements.

1. Approval process

If a Covered Organization proposes a policy that varies from the policies provided herein, such policies must be submitted to ngb@services@safesport.org for review and approval. Covered Organizations must submit proposed policies to the Center by March 23, 2019. Policies will be approved, approved with modification or denied by the Center. If the proposed policy is denied by the Center, the mandatory components of the model policy will continue to serve as the default unless and until the Center approves any future proposed policy.

D. Minor athletes who become adult athletes

With the exception of athletes who are members of the same team, Minor Athletes who reach the age of majority (i.e. 18 years of age) must adhere to the provisions found in the Minor Athlete Abuse Prevention Policies when interacting with minor athletes who are 14 years of age or younger.

Minor Athletes who reach the age of majority and then obtain a position of authority that presents a power imbalance, such as becoming a coach or official, must also comply with these prevention policies regardless of the age of the minor athletes with whom they will interact.
PART III

REQUIRED POLICIES FOR ONE-ON-ONE INTERACTIONS

The majority of child sexual abuse is perpetrated in isolated, one-on-one situations. By reducing such interactions between children and adults, programs reduce the risk of child sexual abuse. However, one-on-one time with trusted adults is also healthy and valuable for a child. Policies concerning one-on-one interactions protect children while allowing for these beneficial relationships.

ONE-ON-ONE INTERACTIONS

The following is a model one-on-one policy provided to assist Covered Organizations in developing their own policies. Any policy developed by a Covered Organization must include the Mandatory Components. If a Covered Organization does not create a policy for one-on-one interactions, the Mandatory Components will become the default policy for appropriate one-on-one interactions for that organization.

A. Mandatory Components

1. Covered Organization policies must include components a through e.
   a. Application
      This policy shall apply to:
      1) Adult members at a facility that is either partially or fully under the jurisdiction of a Covered Organization;
      2) Adult members who have regular contact with amateur athletes who are minors;
      3) Any adult authorized by a Covered Organization to have regular contact with or authority over an amateur athlete who is a minor; and
      4) Adult staff and board members of a Covered Organization.

      (Collectively “Applicable Adult” for the purposes of this policy.)

   b. Observable and interruptible
      • One-on-one interactions between a minor athlete and an Applicable Adult (who is not the minor’s legal guardian) at a facility partially or fully under our jurisdiction are permitted if they occur at an observable and interruptible distance by another adult.
      • One-on-one interactions between minor athletes and an Applicable Adult (who is not the minor’s legal guardian) at a facility partially or fully under our jurisdiction are prohibited, except in the circumstances described in subpart d of this section and under emergency circumstances.

   c. Meetings

      U.S. Center for SafeSport: Minor Athlete Abuse Prevention Policies
• Meetings between Applicable Adults and minor athletes at a facility partially or fully under our jurisdiction may only occur if another adult is present, except under emergency circumstances. Such meetings must occur where interactions can be easily observed and at an interruptible distance from another adult.

• If a one-on-one meeting takes place in an office at a facility partially or fully under our jurisdiction, the door to the office must remain unlocked and open. If available, it will occur in an office that has windows, with the windows, blinds, and/or curtains remaining open during the meeting.

d. Meetings with mental health care professionals and health care providers
   If a mental health care professional and/or health care provider meets with minor athletes at a facility partially or fully under our jurisdiction, a closed-door meeting may be permitted to protect patient privacy provided that: (1) the door remains unlocked; (2) another adult is present at the facility; (3) the other adult is advised that a closed-door meeting is occurring; and (4) written legal guardian consent is obtained in advance by the mental health care professional and/or health care provider, with a copy provided to our organization.

e. Individual training sessions
   Individual training sessions between Applicable Adults and minor athletes are permitted at a facility partially or fully under our jurisdiction if the training session is observable and interruptible by another adult. It is the responsibility of the Applicable Adult to obtain the written permission of the minor’s legal guardian in advance of the individual training session if the individual training session is not observable and interruptible by another adult. Permission for individual training sessions must be obtained at least every six months. Parents, guardians, and other caretakers must be allowed to observe the training session.

B. Recommended Components

1. Covered Organization policies may include the following components:

a. Monitoring
   When one-on-one interactions between Applicable Adults and minor athletes occur at a facility partially or fully under our jurisdiction, Applicable Adults will monitor these interactions. Monitoring includes: knowing that the one-on-one interaction is occurring, the approximate planned duration of the interaction, and randomly dropping in on the one-on-one.

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b. **Out-of-program contacts**

Applicable Adults are prohibited from interacting one-on-one with unrelated minor athletes in settings outside of the program that are not observable and interruptible (including, but not limited to, one’s home and individual transportation), unless parent/legal guardian consent is provided for each out-of-program contact. Nonetheless, such arrangements are strongly discouraged.
MASSAGES AND RUBDOWNS/ATHLETIC TRAINING MODALITIES

The following is a model massages and rubdowns/athletic training modalities policy, provided to assist Covered Organizations in developing their own policies. Any policy developed by a Covered Organization must include the Mandatory Components. If a Covered Organization does not create a massages and rubdowns/athletic training modalities policy, the Mandatory Components will become the default policy for that organization.

A. Mandatory components

1. Covered Organizations must include components a and b.

   a. Application
      This policy shall apply to:
      1) Adult members at a facility that is either partially or fully under the jurisdiction of a Covered Organization;
      2) Adult members who have regular contact with amateur athletes who are minors;
      3) Any adult authorized by a Covered Organization to have regular contact with or authority over an amateur athlete who is a minor; and
      4) Adult staff and board members of a Covered Organization.

      (Collectively “Applicable Adult” for the purposes of this policy.)

   b. Massage or rubdown/athletic training modality
      Any massage or rubdown/athletic training modality performed at a facility or a training or competition venue must be conducted in an open and interruptible location. Any massage of a minor athlete must be done with at least one other adult present and must never be done with only the minor athlete and the person performing the massage or rubdown/athletic training modality in the room.

B. Recommended components

1. Covered Organizations may include the following component:

   a. Written consent
      Written consent by a legal guardian shall be provided before providing each massage or rubdown/athletic training modality on a minor athlete. Parents must be permitted to be in the room as an observer.
LOCKER ROOMS AND CHANGING AREAS

The following is a model locker room and changing area policy provided to assist Covered Organizations in developing their own policies. Any policy developed by a Covered Organization must include the Mandatory Components. If a Covered Organization does not create a locker rooms and changing areas policy, the Mandatory Components will become the default policy for that organization.

A. Mandatory Components

1. Covered Organizations must include components a through f.

   a. Application
      This policy shall apply to:
      1) Adult members at a facility that is either partially or fully under the jurisdiction of a Covered Organization;
      2) Adult members who have regular contact with amateur athletes who are minors;
      3) Any adult authorized by a Covered Organization to have regular contact with or authority over an amateur athlete who is a minor; and
      4) Adult staff and board members of a Covered Organization.

      (Collectively “Applicable Adult” for purposes of this policy.)

   b. Non-exclusive facility
      If our organization uses a facility not fully under our jurisdiction (for, e.g., training or competition or similar events) and the facility is used by multiple constituents, Applicable Adults in categories 1 through 4 are nonetheless required to adhere to the rules set forth herein.

   c. Use of recording devices
      Use of any device’s (including a cell phone’s) recording capabilities, including voice recording, still cameras and video cameras in locker rooms, changing areas, or similar spaces at a facility under our organization’s jurisdiction is prohibited. Exceptions may be made for media and championship celebrations, provided that such exceptions are approved by the Covered Organization or the LAO and two or more Applicable Adults are present.

   d. Undress

U.S. Center for SafeSport: Minor Athlete Abuse Prevention Policies
Under no circumstances shall an unrelated Applicable Adult at a facility under our organization’s jurisdiction intentionally expose his or her breasts, buttocks, groin, or genitals to a minor athlete.

e. One-on-one interactions
   - Except for athletes on the same team, at no time are unrelated Applicable Adults permitted to be alone with a minor athlete in a locker room or changing area when at a facility under our partial or full jurisdiction, except under emergency circumstances.
   - If our organization is using a facility that only has a single locker room or changing area, we will designate separate times for use by Applicable Adults, if any.

f. Monitoring
   Our organization regularly and randomly monitors the use of locker rooms and changing areas at facilities under our jurisdiction to ensure compliance with these policies.

B. Recommended Components

1. Covered Organizations may include any of the following components:
   a. Under no circumstances shall an unrelated Applicable Adult at a facility under our organization’s jurisdiction expose his or her breasts, buttocks, groin, or genitals to a minor athlete.

b. To minimize the risk of bullying and hazing, our organization uses locker room monitors to ensure that minor athletes are not left unsupervised in locker rooms and changing areas.

c. Applicable Adults make every effort to recognize when a minor athlete goes to the locker room or changing area during practice and competition and, if they do not return in a timely fashion, will check on the minor athlete’s whereabouts.

d. We discourage parents from entering locker rooms and changing areas unless it is truly necessary. In those instances, it should only be a same-sex parent when other minor athletes are changing in the same locker room or changing area. If this is necessary, parents should let a coach or administrator know about this in advance.
SOCIAL MEDIA & ELECTRONIC COMMUNICATIONS

The following is a model social media & electronic communications policy, provided to assist Covered Organizations in developing their own policies. Any policy developed by a Covered Organization must include the Mandatory Components. If a Covered Organization does not create a social media & electronic communications policy, the Mandatory Components will become the default policy for that organization.

A. Mandatory components

1. Covered Organizations must include components a through d.

   a. Application
      
      This policy shall apply to:
      1) Adult members who have regular contact with amateur athletes who are minors;
      2) Any adult authorized by a Covered Organization to have regular contact with or
         authority over an amateur athlete who is a minor; and
      3) Adult staff and board members at a Covered Organization.

      (Collectively “Applicable Adult” for the purposes of this policy.)

   b. Content
      
      All electronic communication originating from Applicable Adults to minor athletes must
      be professional in nature.

   c. Open and transparent
      
      • Absent emergency circumstances, if an Applicable Adult with authority over minor
        athletes needs to communicate directly with a minor athlete via electronic
        communications (including social media), another Applicable Adult or the minor’s legal
        guardian will be copied.

      • If a minor athlete communicates to the Applicable Adult (with authority over the minor
        athlete) privately first, said Applicable Adult should respond to the minor athlete with a
        copy to another Applicable Adult or the minor’s legal guardian.

      • When an Applicable Adult with authority over minor athletes communicates
        electronically to the entire team, said Applicable Adult will copy another adult.

      • Minor athletes may “friend” the organization’s official page.

   d. Requests to discontinue
      
      Legal guardians may request in writing that their minor athlete not be contacted through
      any form of electronic communication by the organization or by the Applicable Adults

      U.S. Center for SafeSport: Minor Athlete Abuse Prevention Policies
subject to this policy. The organization will abide by any such request that their minor athlete not be contacted via electronic communication, absent emergency circumstances.

B. **Recommended components**

1. Covered Organizations may include the following components:

   a. **Hours**
      Electronic communications will generally only be sent between the hours of 8:00 a.m. and 8:00 p.m., unless emergency circumstances exist, or while traveling internationally or during competition travel.

   b. **Monitoring**
      - The organization monitors its social media pages and removes any posts that violate the organization’s policies and practices for appropriate behavior.
      - The organization will inform the legal guardian of a minor athlete of any prohibited posts, as well as the organization’s administrator.

   c. **Prohibited electronic communications**
      Applicable Adults with authority over minor athletes are not permitted to maintain private social media connections with unrelated minor athletes and such Applicable Adults are not permitted to accept new personal page requests on social media platforms from amateur athletes who are minors, unless the Applicable Adult has a fan page, or the contact is deemed as celebrity contact vs. regular contact. Existing social media connections on personal pages with minor athletes shall be discontinued.
LOCAL TRAVEL

The following is a model local travel policy, provided to assist Covered Organizations in developing their own policies. Any policy developed by a Covered Organization must include the Mandatory Components. If a Covered Organization does not create a local travel policy, the Mandatory Components will become the default local travel policy for that organization.

A. Mandatory Components
1. Covered Organizations must include components a and b. Local travel consists of travel to training, practice, and competition that occurs locally and does not include coordinated overnight stay(s).

a. Application
   This policy shall apply to:
   1) Adult members who have regular contact with amateur athletes who are minors;
   2) Any adult authorized by a Covered Organization to have regular contact with or authority over an amateur athlete who is a minor; and
   3) Adult staff and board members at a Covered Organization.

   (Collectively “Applicable Adult” for the purposes of this policy.)

b. Transportation
   Applicable Adults who are not also acting as a legal guardian, shall not ride in a vehicle alone with an unrelated minor athlete, absent emergency circumstances, and must have at least two minor athletes or another adult at all times, unless otherwise agreed to in writing by the minor athlete’s parent/legal guardian in advance of each local travel.

B. Recommended Components
1. Covered Organizations may include the following components:

   a. Shared or Carpool Travel Arrangement
      We encourage parents/legal guardians to pick up their minor athlete first and drop off their minor athlete last in any shared or carpool travel arrangement.

   b. Parents/legal guardians receive education concerning child abuse prevention before providing consent for their minor athlete to travel alone with an Applicable Adult who is subject to these policies.
TEAM TRAVEL

The following is a model team travel policy, provided to assist Covered Organizations in developing their own policies. Any policy developed by a Covered Organization must include the Mandatory Components. If a Covered Organization does not create a team travel policy, the Mandatory Components will become the default team travel policy for that organization.

A. Mandatory Components
1. Covered Organizations must include components a through d. Team travel is travel to a competition or other team activity that the organization plans and supervises.

   a. Application
      This policy shall apply to:
      1) Adult members who have regular contact with amateur athletes who are minors;
      2) Any adult authorized by a Covered Organization to have regular contact with or authority over an amateur athlete who is a minor; and
      3) Adult staff and board members at a Covered Organization.

      (Collectively “Applicable Adult” for the purposes of this policy.)

   b. Team/competition travel
      When only one Applicable Adult and one minor athlete travel to a competition, the minor athlete must have his/her legal guardian’s written permission in advance and for each competition to travel alone with said Applicable Adult.

   c. Hotel rooms
      Applicable Adults shall not share a hotel room or other sleeping arrangement with a minor athlete (unless the Applicable Adult is the legal guardian, sibling, or is otherwise related to the minor athlete). However, a parent/legal guardian may consent to such an arrangement in advance and in writing. Furthermore, a parent/legal guardian may consent in advance and in writing to the minor athlete sharing a hotel room or other sleeping arrangement with an adult athlete.

   d. Meetings
      Meetings shall be conducted consistent with the organization’s policy for one-on-one interactions (i.e., any such meeting shall be observable and interruptible).

B. Recommended Components
1. Covered Organizations may include the following components:

   U.S. Center for SafeSport: Minor Athlete Abuse Prevention Policies
a. Team travel policies must be signed and agreed to by all minor athletes, parents, and Applicable Adults traveling with the organization.

b. Applicable Adults who travel with the organization must successfully pass a criminal background check and other screening requirements consistent with the organization’s policies.

c. During team travel, when doing room checks, attending team meetings and/or other activities, two-deep leadership (two Applicable Adults should be present) and observable and interruptible environments should be maintained.

d. Meetings should not be conducted in a hotel room.

e. Parents/legal guardians receive education concerning child abuse prevention before providing consent for their minor athlete to travel alone with an Applicable Adult who is subject to these policies.
APPENDIX A
TRAINING ACCESS REQUIREMENTS

Access

The U.S. Center for SafeSport makes required prevention training free to those individuals to whom the Education & Training Policy applies. Free access for individuals with National Member Organizations should be submitted by the relevant NGB and approved in writing by the Center.

Requirements

Free access is contingent on Covered Organizations complying with the following training access requirements.

In delivering the training, Covered Organizations shall not:

- Post the access code, coupon, or other access information publicly;
- Post U.S. Center for SafeSport Core or Refresher online training content developed by the Center on a public site without the Center’s prior written consent;
- Make such training available to organizations other than Covered Organizations, as submitted to and approved by the Center;
- Charge a separate fee for the Center’s training;
- Advertise the Center’s training as free to anyone other than those individuals to whom the policy applies; and
- Refer to the Center’s training as a “certification,” or to individuals who have completed the training as “certified” or “licensed.” (Instead, it shall be referred to as a “completion”.)

Additional training

A Covered Organization may choose to provide training in addition to the Core Center for SafeSport Training (i.e., the Center’s online training or the Center’s approved in-person training). In so doing, however, the Covered Organization shall not use the term “SafeSport” to describe any such training.

Fees

The Center may impose a fee, including retroactively, and/or revoke access to the training for failing to comply with these training access requirements.
USA Gymnastics Safe Sport Policy  
(f/k/a Participant Welfare Policy)

The Safe Sport Policy, formerly known as the Participant Welfare Policy, is part of USA Gymnastics’ safe sport initiatives and incorporates the authority and jurisdiction of the U.S. Center for Safe Sport. USA Gymnastics policies and procedures related to misconduct are presently under review, and updates to this policy may be necessary in the near future. Available online at usagym.org/SafeSport, changes are effective immediately unless otherwise noted in the policy.

Consistent with the mission of USA Gymnastics,¹ the welfare of gymnastics participants, especially minors, is of paramount concern. When any member - gymnast, participant, coach, official, volunteer or staff member - is subjected to or engages in abuse or misconduct, it undermines the mission of USA Gymnastics and is inconsistent with the best interests of the sport of gymnastics and of the gymnasts USA Gymnastics serves.

**USA Gymnastics is committed to promoting a safe environment for its members, gymnasts, participants, coaches, officials, volunteers and staff in all gymnastics disciplines.** USA Gymnastics has developed and adopted this policy to set forth the efforts it will undertake to promote a safe gymnastics environment, both solely and in partnership with other necessary parties, including member clubs, parents, gymnasts, the gymnastics community, and the U.S. Center for SafeSport (‘Center’).

**Gymnastics participants must promote a safe, misconduct-free environment for members, gymnasts, participants, coaches, officials, volunteers and staff in all gymnastics disciplines.** As such, a “Covered Individual” (as defined below) in accordance with the requirements of the U.S. Center for SafeSport:

a. is responsible for knowing the information, policies and procedures outlined in:
   - the Center’s *SafeSport Code for the U.S. Olympic and Paralympic Movement* (‘Code’ or ’SafeSport Code’) and its related policies;
   - USA Gymnastics’ rules, policies, Bylaws, and Code of Ethical Conduct;

b. shall refrain from engaging in or willfully tolerating any of the forms of Misconduct and Prohibited Conduct described in the Center’s SafeSport Code and USA Gymnastics Safe Sport Policy;

c. is subject to the Center’s jurisdiction and must comply with the Center’s policies, procedures, and SafeSport Code, including with respect to reporting suspected Misconduct and violations of Proactive Policies (as defined below); and

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¹ The mission of USA Gymnastics is to encourage participation and the pursuit of excellence in all aspects of gymnastics.
d. is subject to USA Gymnastics’ jurisdiction and must comply with USA Gymnastics’ rules, policies, Bylaws, and Code of Ethical Conduct, including with respect to reporting suspected misconduct and violations of Proactive Policies.

A “Covered Individual” is:

a. Any individual who currently is, or was at the time of a possible SafeSport Code Violation, within the governance or disciplinary jurisdiction of USA Gymnastics or who is seeking to be within the governance or disciplinary jurisdiction of USA Gymnastics (e.g., through application for membership), including:
   • Current members (professional, jr. professional, instructor, athlete, introductory athlete)
   • Applicants for membership
   • Individuals who were members of USA Gymnastics at the time of any suspected Misconduct or Prohibited Conduct described in the Center’s SafeSport Code or USA Gymnastics Safe Sport Policy
   • USA Gymnastics staff and Board members

b. Any individual who is an Athlete or Non-Athlete Participant that USA Gymnastics formally authorizes, approves or appoints to a position of authority over Athletes or to have frequent contact with Athletes, such as persons compensated and/or appointed by USA Gymnastics to perform services at sanctioned activities run by USA Gymnastics National Office or its State and Regional Committees, such as camps, competitions, and educational events, including for example:
   • Events staff - Individuals with access to the field of play
   • Medical personnel
   • Chaperones
   • National Team Training Center support staff
   • Any other contracted individual working with or around athletes

A “Covered Adult” is a Covered Individual who is 18 years of age or older.

An “unrelated Covered Adult” is a Covered Individual who is not an immediate family member of the gymnast.

A “Covered Minor” is a Covered Individual who is under the age of 18.

An “Athlete” is an athlete member of USA Gymnastics.

A “Non-Athlete Participant” is any of the following members of USA Gymnastics: coach, team staff, medical or paramedical personnel, administrator, official, or other athlete-support personnel, employee, or volunteer who participates in amateur sports programs offered or sanctioned by USA Gymnastics or the U.S. Olympic Committee.
Part I. Misconduct and Prohibited Conduct.

USA Gymnastics has agreed to comply with the safe sport policies of the U.S. Center for SafeSport (‘Center’) and has incorporated into this Safe Sport Policy the provisions of the SafeSport Code for the U.S. Olympic and Paralympic Movement (‘Code’ or ‘SafeSport Code’) by reference. The Center may update its policies at any time and the changes are effective when published. For the most current safe sport rules, policies and procedures, go to www.safesport.org.

USA Gymnastics has adopted the definitions of misconduct and prohibited conduct from the Center’s SafeSport Code as follows.

A. Sexual Misconduct.
   Sexual Misconduct is within the exclusive authority of the Center.

   A Covered Individual shall not engage in Sexual Misconduct as defined in the SafeSport Code.

B. Other Safe Sport Misconduct.
   Other Safe Sport Misconduct – Physical Misconduct, Bullying, Hazing, Harassment, or Emotional/Verbal Misconduct - is within the authority of USA Gymnastics. Upon USA Gymnastics’ request, the Center may, at its discretion, accept a matter involving Other Safe Sport Misconduct.

   A Covered Individual shall not engage in Prohibited Conduct, including Physical Misconduct, Bullying, Hazing, Harassment or Emotional/Verbal Misconduct as defined in the SafeSport Code. USA Gymnastics recognizes the process for training and motivating gymnasts varies with each coach and each gymnast. Nevertheless, it is incumbent on everyone involved in the sport to support the development and use of motivational training methods that avoid conduct that is, or is likely to be perceived, as being abusive.

C. Misconduct Related to the Resolution Process.
   Misconduct related to the resolution process is within the authority of USA Gymnastics and/or the Center.

   The following behavior by a Covered Individual may be considered misconduct as defined in the SafeSport Code: Abuse of Process, Failure to Report, Intentionally Making a False Report, or Retaliation. Any such conduct, including after the resolution of a matter is final, is a violation of this policy and/or the Center’s SafeSport Code.

D. Proactive Policies Protecting Against Sexual Misconduct.
   Except as set forth in Part II, violations of the Proactive Policies described herein are within the authority of Member Clubs.
USA Gymnastics has adopted the recommendation of the Center to establish Proactive Policies Protecting Against Sexual Misconduct (‘Proactive Policies’) tailored specifically to the sport of gymnastics that (i) set standards for professional boundaries, (ii) minimize the appearance of impropriety and have the effect of preventing boundary violations and (iii) prohibit grooming tactics.

USA Gymnastics Member Clubs must adopt USA Gymnastics’ Proactive Policies outlined below. In addition, Member Clubs are strongly encouraged to adopt more comprehensive Proactive Policies tailored specifically to their club.

1. **One-on-one interactions.**
   - An unrelated Covered Adult shall not be alone with a Minor (a) in a private setting, and (b) in any place that is inappropriate to the professional relationship (i.e., a social setting outside the training or competitive environment). A gymnastics activity conducted within the view and/or earshot of another adult is not considered a one-on-one interaction if it presents a meaningful opportunity for interruption.
   - Gymnasts may not reside with an unrelated Covered Adult, nor may a Covered Adult reside with a gymnast’s family.

2. **Travel.**
   - When traveling, an unrelated Covered Adult shall not be alone with a Minor.
   - For overnight travel, assign gymnasts to hotel rooms with age-appropriate, same-sex teammates.
   - Do not allow an unrelated adult to share or be alone in a sleeping room with gymnasts.

3. **Social Media and Electronic Communications.**
   - All e-mails, texts, and posts must be transparent, professional and related solely to gymnastics activities or events. Covered Adults may not have out-of-program contact with gymnasts on social media. (For example, general communication regarding a gymnastics activity or event via a club’s social media account is acceptable, but private communication via a coach’s and/or an athlete’s personal social media account is not acceptable.)
   - Covered Adults must distribute electronic and mobile communications to minor gymnasts openly and publicly; for example, with a copy to the parent(s)/guardian(s) and/or to the entire team transmitted simultaneously.
   - Parents and guardians have the right to request that (a) their child not be contacted in any form of electronic communications, or (b) certain information about their child that they designate not be distributed in any form of electronic communications. All such requests will be honored.

4. **Photography/Videography.**
   - Photographs or videos may only be taken [a] in public view; [b] if they observe generally accepted standards of decency; and [c] are both appropriate for and in the best interest of the gymnast.
• Examples of photos that should be edited or deleted:
  ➢ Open straddle positions
  ➢ Any image where the genital area is prominent
  ➢ Images with misplaced apparel or where undergarments are showing
  ➢ Suggestive or provocative poses
• Without a parent’s (or legal guardian’s) consent in the case of a Minor gymnast, or a gymnast’s consent in the case of an adult gymnast (a) gymnasts may not be photographed or filmed; and (b) no images of gymnasts may be posted publicly or privately. If consent is given, it may be revoked at any time.

5. Locker Rooms/Changing Areas.
• Interactions between Covered Adults and gymnasts should not occur in any room where there is a reasonable expectation of privacy such as the locker room, restroom or changing area. A second adult should be present for any necessary interaction between an adult and a gymnast in any such room.
• The use of recording devices of any kind in any such room is strictly prohibited.

Gift-giving or providing special favors or privileges to individual gymnasts is prohibited.

7. Massage/Icing/Taping.
• Any rubdown or massage performed on a gymnast by any unrelated Covered Adult must be conducted in open/public locations and must never be done with only a gymnast and unrelated Covered Adult in the room.
• Icing and taping must be conducted in open/public locations and must never be done with only a gymnast and unrelated Covered Adult in the room.
• Icing and taping near the intimate areas of the body is not permitted by any unrelated Covered Adult - unless it is done by a licensed medical professional - and must never be done with only a gymnast and unrelated Covered Adult in the room.

8. Stretching and Other Physical Contact.
Covered Adults should take care to prevent any compromising positions while stretching or closely interacting with gymnasts and must avoid:
• Laying or sitting on top of the gymnast
• Facing the gymnast while he/she is in a static straddle position
• Lap sitting
• Pats on the bottom
Physical contact that is reasonably intended to coach, teach or demonstrate a gymnastics skill or to prevent or lessen injury (e.g., spotting, catching) is permissible. Infrequent, non-intentional physical contact, particularly contact that arises out of an error or a misjudgment on the part of the gymnast, participant or coach, does not violate this policy.
Part II. Reporting, Jurisdiction and Processing Complaints.

A. Reporting Suspected Abuse to Legal Authorities.
   1. USA Gymnastics will report suspected child abuse or neglect (including Sexual Misconduct) to the proper authorities in all instances and without exception, unless it is aware that authorities have already been notified.
   2. Covered Adults must report suspected child abuse or neglect (including Sexual Misconduct) to the appropriate legal authorities, which is separate from notification to the Center, USA Gymnastics, or a Member Club as outlined below. For state-by-state reporting information, see www.childwelfare.gov.

B. Reporting Sexual Misconduct.
   Covered Adults are required to provide notification of conduct of which they become aware that could constitute (a) Sexual Misconduct, (b) misconduct that is reasonably related to the underlying allegation of Sexual Misconduct, and (c) retaliation related to an allegation of Sexual Misconduct as set forth in the Code:
   1. Directly to the Center.
   2. In the event the disclosure is initially made to USA Gymnastics, USA Gymnastics will forward the information to the Center.
   3. Notification to the Center and/or USA Gymnastics DOES NOT satisfy any legal reporting requirements under state or federal law. Covered Adults are required to report suspected sexual misconduct to legal authorities prior to notifying the Center.

C. Reporting Other Safe Sport Misconduct.
   Members of USA Gymnastics are required to provide notification of conduct by a Covered Individual that could constitute Other Safe Sport Misconduct:
   1. Directly to USA Gymnastics.
   2. Notification to USA Gymnastics DOES NOT satisfy any legal reporting requirements under state or federal law. If the suspected conduct may also be criminal, persons are required to report to legal authorities prior to notifying USA Gymnastics.

D. Reporting Misconduct Related to the Resolution Process.
   Covered Adults must provide notification of suspected Misconduct Related to the Resolution Process:
   1. Directly to the Center, if the Center was the entity that had jurisdiction over the original allegation.
   2. Directly to USA Gymnastics, if USA Gymnastics was the entity that had jurisdiction over the original allegation.

E. Reporting Violations of Proactive Policies
   Members of USA Gymnastics must provide notification of conduct by a Covered Individual that may constitute a violation of Proactive Policies.
   1. Directly to the Member Club.
   2. Member Clubs are required to inform USA Gymnastics when they receive notification of suspected violations of Proactive Policies by Covered Individuals in their clubs, and the
resolution of the matter. USA Gymnastics will also notify the Center of any such notification and its resolution.

3. If reporting a suspected violation by a Covered Individual to the Member Club does not result in a satisfactory resolution, the reporting individual may request that USA Gymnastics review the matter. USA Gymnastics will also notify the Center of any such matter and its resolution.

4. Notification to USA Gymnastics DOES NOT satisfy any legal reporting requirements under state or federal law. If the suspected conduct may also be criminal, Covered Adults are required to report to legal authorities.

F. **Jurisdiction.**

1. **Sexual Misconduct.** The Center has the exclusive authority to investigate and resolve conduct involving Sexual Misconduct, as well as prohibited conduct under the Code that is reasonably related to the underlying allegation of Sexual Misconduct.

2. **Other Safe Sport Misconduct.** Other Safe Sport Misconduct is within the authority of USA Gymnastics and within the discretionary authority of the Center. Upon the written request of USA Gymnastics, the Center may, in its discretion, accept jurisdiction over alleged violations of Other Safe Sport Misconduct.

3. **Related Violations.** Alleged violations of Misconduct Related to the Resolution Process will be resolved by either the Center or USA Gymnastics, depending on which entity has/had jurisdiction over the original allegation.

4. **Proactive Policies.** Violations of Proactive Policies are within the authority of the Member Clubs. However, if reporting the suspected violation to the Member Club does not result in a satisfactory resolution, an individual may request that USA Gymnastics review the matter. Additionally, upon the written request of USA Gymnastics, the Center may, in its discretion, accept jurisdiction over alleged violations of Protective Policies.

G. **Telephone Inquiries.**

At least two USA Gymnastics staff members, one of each gender, shall be trained to receive telephone inquiries regarding misconduct. The staff members shall:

1. Advise the caller that they, as well as USA Gymnastics has an obligation to report suspected child abuse or neglect to the proper authorities, unless it is aware that the authorities have already been notified.

2. Inform the caller that allegations of Sexual Misconduct must be reported to the Center and provide the caller with the information necessary to notify the Center and/or forward the information the caller has provided directly to the Center on their behalf.

3. Inform the caller that if the matter has not been referred to the Center, a written and signed complaint must be received for a USA Gymnastics member to initiate a grievance against another member of USA Gymnastics pursuant to its Code of Ethical Conduct and/or Articles 9 and/or 10 of USA Gymnastics Bylaws, and offer to provide a copy of the relevant documents to the caller.

4. Encourage that the victim(s) seek professional help, if appropriate.

5. Written summaries detailing the call will be indexed by the alleged perpetrator and will become a part of any applicable file to use as part of the resolution process.
H. Implementation of USA Gymnastics’ Misconduct/Grievance Procedures.
At least two USA Gymnastics staff members, one of each gender, shall be trained in the proper implementation of the member misconduct and grievance procedures contained in the Center’s SafeSport Code, USA Gymnastics Code of Ethical Conduct, and/or USA Gymnastics Bylaws.
1. A trained staff member will be designated to implement the procedures for each complaint.
2. The designated staff member will determine whether or not the accused is a Covered Individual.
   a. If the accused is a Covered Individual, the matter will proceed in accordance with the existing applicable policy.
   b. If the accused is not a Covered Individual, the staff member will notify the complaining party, as a courtesy, that USA Gymnastics is unable to pursue the matter internally.
3. The designated staff member will “shepherd” the complaint through the process set forth in the USA Gymnastics Code of Ethical Conduct or its Bylaws.

I. Referral to the Center.
1. One staff member will be designated as USA Gymnastics’ safe sport liaison to the Center.
2. The designated staff member will:
   a. If the matter involves possible Sexual Misconduct, report that matter to the Center.
   b. As appropriate, make requests for the Center to resolve a complaint that is within the Center’s discretionary authority.
   c. Notify the Center of suspected violations of Proactive Policies by any Covered Individual and resolution thereof.

J. Confidentiality and Privacy.
1. Due to reporting requirements, and in consideration of any potential or ongoing safety risk, USA Gymnastics cannot guarantee confidentiality in safe sport matters. However, USA Gymnastics will treat such matters with as much confidentiality as is possible under the circumstances and with the sensitivity they deserve.
2. Information will only be shared on an as-needed basis with the concerned parties.
3. Parents/guardians of gymnasts may be notified, as necessary, of any possible health or safety risk.
Part III. USA Gymnastics’ Additional Safe Sport Measures.

A. Criminal Background Screening of Individual Members.
   As a condition to being granted the privilege of membership in USA Gymnastics, individuals applying for professional membership must submit to criminal background screening pursuant to USA Gymnastics’ Criminal Background Screening Policy. Individuals given a “Green Light” or “meets the screening criteria” consistent with that policy fulfill the background-screening requirement for membership in USA Gymnastics. Individuals given a “Red Light” consistent with that policy means criminal history has been sourced that “does not meet the screening criteria.”

USA Gymnastics will continually monitor and review the individuals who are subject to criminal background searches, with the primary goal of safeguarding gymnasts and other participants through proactive measures while conforming to legal norms and industry best practices.

B. Permanently Ineligible for Membership List.
   USA Gymnastics maintains a list of individuals and clubs who are permanently ineligible for membership, available at usagym.org/ineligible. Persons and clubs who are sanctioned with a lifetime ban are restricted from involvement or association with USA Gymnastics and Member Club activities.

C. Code of Ethical Conduct.
   The Code provides guidance and affirms the commitment of all members to safeguard the best interests of the sport and its athletes by acting ethically at all times.

D. Athlete Member Advisement.
   Upon obtaining membership in USA Gymnastics, an enclosure is mailed with the Athlete Membership Card advising Athletes of the organization’s initiatives to promote a safe environment including awareness of this Safe Sport Policy, his/her role in maintaining the Athlete’s own safety, and available safe sport resources.

E. Professional Member Advisement.
   Upon obtaining membership in USA Gymnastics, an enclosure is mailed with the Professional Membership Card advising the member of the organization’s initiatives to promote a safe environment for gymnasts and other participants including awareness of this Safe Sport Policy, the member’s obligation’s in maintaining a safe environment, and available safe sport resources.

F. Member Clubs.
   As a condition for the privilege of membership in USA Gymnastics as a Member Club, a club must agree to and comply with the following requirements for the entirety of the club’s membership period, and a certification of compliance must be made annually.
1. Have a policy consistent with USA Gymnastics’ Safe Sport Policy that affirms the club’s commitment to the welfare of gymnastics participants in its club and includes, at
minimum, a description of conduct that will not be tolerated, standards of behavior that promote participant welfare, and a process for receiving and handling complaints regarding conduct that violates its policy.

2. Must adopt USA Gymnastics “Proactive Policies” into the club’s policies and be able to provide written documentation of compliance no later than January 1, 2018.

3. Certify that no persons permanently ineligible for USA Gymnastics membership and no persons listed on a federal or state sex-offender registry are or will be associated with the club or its activities in any way.

4. Maintain current commercial general liability insurance that includes at a minimum, participant liability and participant accident medical insurances.

5. Maintain a current Professional membership for the owner of a private gymnastics facility and/or the managing director of a public/non-profit facility.

6. Have a mission statement consistent with USA Gymnastics’ mission to encourage participation and the pursuit of excellence in all aspects of gymnastics.

G. Recommendations to Member Clubs.
USA Gymnastics strongly encourages local clubs to join with USA Gymnastics in taking affirmative steps beyond those described in Section F to promote a safe environment for all gymnastics participants by:

1. Adopting additional “Proactive Policies” to foster a safe gymnastics environment and to prevent abusive situations, and by training staff and volunteers to implement such policies;

2. Implementing a thorough hiring process including, for example, reference and criminal background checks;

3. Encouraging parents/guardians to become as active as reasonably possible in his/her child’s gymnastics activities; and

4. Otherwise implementing policies and procedures to lessen the likelihood that an abusive situation could develop.

H. Event Sanctions.
As a condition for being granted a USA Gymnastics sanction for an event, the applicant must certify that no persons permanently ineligible for USA Gymnastics membership, and no persons listed on a federal or state sex-offender registry, will be associated with the event in any capacity, including, but not limited to, volunteers and meet support personnel. Sanctioned events may only be hosted by Member Clubs.

I. Advertising/Trade Shows.
As a condition to place advertising in USA Gymnastics publications, on its web site or through other USA Gymnastics media platforms/publications, or to participate in USA Gymnastics Congress Regional/National Trade Shows, advertisers, vendors and exhibitors must certify that no persons permanently ineligible for USA Gymnastics membership are or will be associated with the advertiser’s gymnastics-related activities, the position, activity, or event it intends to publicize; or the vendor or exhibitor’s on-site activities.
J. Hiring/Training of USA Gymnastics Staff/Volunteers.
1. USA Gymnastics staff members must complete criminal background screening consistent with USA Gymnastics’ “Background Screening Policy.” Individuals not given a “Green Light” consistent with that policy prior to their employment may not be hired. Individuals not given a “Green Light” on any subsequent criminal background screening may be subject to dismissal.
2. USA Gymnastics shall also check at least two (2) references for each applicant.
3. All USA Gymnastics staff members will be informed about the Safe Sport Policy, which is included as an appendix in the Employee Policies & Procedures Handbook, and made aware of its importance to our members and our organization.
4. The members of the USA Gymnastics Board of Directors must submit to criminal background screening consistent with the Criminal Background Screening Policy. Individuals not given a “Green Light” consistent with that policy may be subject to removal.

K. Education of the Gymnastics Community.
USA Gymnastics will provide education for members of the gymnastics community geared toward promoting a safe gymnastics environment by:
1. Requiring members to complete a designated safe sport course every two years.
2. Designating a section of its website, usagym.org/SafeSport, with educational and safe sport content that is updated as necessary;
3. Featuring articles on athlete safety online and in its magazines;
4. Conducting a live presentation at each National and Regional Congress;
5. Providing online or electronic access through the Safety/Risk Management Certification or other USA Gymnastics University courses;
6. Providing brochures and/or posters to members and Member Clubs;
7. Addressing the topic at minimum annually in designated Athlete meetings, with designated Athletes’ parents, and with USA Gymnastics’ staff members.
8. Including information in its publications, where appropriate, including the Safety/Risk Management Handbook and each discipline’s Rules and Policies.

L. Professional Development.
Professional and Instructor members of USA Gymnastics should strive to increase their level of proficiency and skill by remaining current on safety, health and training developments relevant to the sport and by seeking advice and counsel of colleagues and experts whenever such consultation is in the best interests of the gymnast.

M. Communication.
USA Gymnastics will consistently communicate:
1. Its mission and that misconduct is inconsistent with its mission and the best interest of its participants and the sport of gymnastics.
2. Its commitment to, and working toward, a safe environment for all gymnastics participants.
N. Document Retention.
   USA Gymnastics will permanently retain misconduct / grievance files and materials.

O. Policy Review.
   Safe Sport policies will be reviewed at least annually and updated as necessary.
# SAFESPORT PRACTICES AND PROCEDURES FOR THE U.S. OLYMPIC AND PARALYMPIC MOVEMENT

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I. APPLICATION AND STANDARDS

A. Application


B. Authority

1. Exclusive authority

   The Office, or its duly appointed designee, has exclusive authority over (a) actual or suspected sexual misconduct by a Covered Individual; and (b) misconduct that is reasonably related to an underlying allegation of sexual misconduct, as set forth in the Code. Exclusive authority means that (a) only the Office will investigate and manage any related hearings involving sexual misconduct and (b) neither the NGB nor USOC will conduct its own investigation or arbitration with respect to possible sexual misconduct, except as otherwise provided.

   a. No statute of limitations or Time Bar of Any Sort

      The Office is assessing a Covered Individual's current fitness to participate in sport. Accordingly, no criminal, civil, or rules-based statutes of limitations or time bars of any kind prevent the Center from investigating, assessing and considering relevant conduct in its process.

   b. Limit—individuals and non-employment matters

      i. The Office’s authority extends only to the conduct of individuals—Covered Individuals specifically. It does not regulate, investigate or audit LAO, NGB or USOC organizational practices.

      ii. The Office’s exercise of any authority under its resolution proceedings are independent of any employment decisions made by an LAO, NGB or the USOC, which have sole responsibility for any employment action.

2. Discretionary authority

   On the written request of an NGB or the USOC, the Office may, in its discretion, accept jurisdiction over any form of misconduct as set forth in the Code.

C. Substantive Standards

   In resolving allegations of misconduct, the Office applies its currently effective procedures and the substantive standards in effect at the time of the alleged violation. If a report is made regarding conduct that occurred before the effective date of the Code, the Office will apply the relevant NGB’s substantive rules and regulations and/or other standards applicable at the time of the alleged conduct.

D. Standard of proof

   The Office uses the preponderance of the evidence standard to determine whether a Covered Individual violated the Code.

II. REPORTING, CONFIDENTIALITY AND PRIVACY

A. Reporting

   1. Anyone may report
Anyone who becomes aware of possible sexual misconduct under the Code by a Covered Individual may report to the Office and is encouraged to do so.

2. Mandatory reporters

a. Covered Adults

i. Sexual misconduct

Covered Adults must report to the Office (conduct of which they become aware that could constitute (a) sexual misconduct, (b) misconduct that is reasonably related to the underlying allegation of sexual misconduct and (c) retaliation related to an allegation of sexual misconduct:

- Telephone: 720-524-5640
- Online: https://safesport.org/response-resolution/report. Online reports are accepted 24 hours a day, 7 days a week.
- Regular mail:
  U.S. Center for SafeSport
  c/o Response and Resolution Office
  1385 South Colorado Boulevard, Suite A-706
  Denver, Colorado 80222

ii. Proactive policies

Conduct by a Covered Individual that could violate a proactive policy should be reported to the relevant, promulgating organization. If the relevant, promulgating organization is an LAO, the LAO must report the matter to its NGB. The NGB, in turn, should report the possible violation to the Office.

b. No assessment of credibility or validity

The obligation to report is broader than reporting the criminal arrest of a Covered Individual; it requires reporting to the Office any conduct that comes to the Covered Adult’s attention which, if true, would violate the Code. Questions about whether conduct triggers a reporting obligation should be directed to the Office.

Individuals should not investigate, or attempt to evaluate the credibility or validity of allegations involving sexual misconduct, as a condition of reporting to the Office.

c. Initial disclosure to LAO, NGB or the USOC

If the possibility of sexual misconduct under the Code is first disclosed to a Covered Adult at an LAO, NGB or the USOC, that Covered Adult must promptly report the possibility of sexual misconduct, in writing, to the Office.

d. Identity of Third-party Reporter and Reporting Party

The Office will not identify or use the name of a Third-party Reporter. Nor will it publicly release a Reporting Party’s identifying information.

3. Ongoing obligation

a. The obligation to report is an ongoing one and is not satisfied simply by making an initial report. The obligation includes reporting, on a timely basis, all information about which a Covered Adult becomes aware.

b. If a Covered Adult learns additional information, including information regarding the nature of an incident, the identity of witnesses, statements
regarding the incident (including statements by the Reporting Party, Responding Party or a Third-party Reporter), or the existence of evidentiary material (including any documents, electronic communications, emails, text messages, medical reports, photographs, audio or video recordings, or social media activity), it must be reported promptly to the Office.

c. The ongoing obligation does not require, and persons should not attempt to conduct, an investigation into possible sexual misconduct. The Office, however, recognizes the potential need for an organization to gather sufficient facts to ensure the safety of its constituents that may be impacted by the alleged misconduct.

4. Reports concerning child abuse or neglect—separate obligation to report to legal authorities

A report of child abuse or neglect to the Office as required under this policy does not satisfy any separate obligation an individual or organization may have under federal or applicable state law to report known or suspected child abuse or neglect.

a. Covered Adults must report suspicions or allegations of child abuse or neglect to both the Office and appropriate legal authorities. If an allegation reported to the Office involves child abuse or neglect, the Office will also comply with all federal or state reporting requirements.

b. No one should investigate suspicions or allegations of child abuse or neglect or attempt to evaluate the credibility or validity of allegations, as a condition of reporting to the appropriate legal authorities. For state-by-state reporting information, visit https://www.childwelfare.gov/topics/responding/reporting/.

5. No statute of limitations

Civil or criminal statutes of limitations do not affect or negate the obligation of a Covered Adult to report possible sexual misconduct to the Office under the Code and should be reported to the Office, regardless of when it occurred.

6. Anonymous reports

Reports may be made to the Office anonymously. Anonymity means that the identity of the individual who makes the report is not known to the Office. It does not mean that the information provided will be protected.

However, an anonymous report may limit the Office’s ability to investigate and respond to a complaint. And, if a Covered Adult reports anonymously, it may not be possible for the Office to verify that mandatory reporting obligations have been satisfied. Consequently, the Office strongly discourages Covered Adults from reporting anonymously.

B. Confidentiality and privacy

1. Confidentiality for a Reporting Party

If a Reporting Party would like the details of an incident to be kept confidential, the Reporting Party may speak with the USOC’s Athlete Ombudsman’s Office. The USOC Athlete Ombudsman provides independent, cost-free advice to athletes regarding the opportunity to participate in protected competition, and the various policies and procedures associated with participating in sport at an elite level, including SafeSport issues. Confidentiality parameters will be discussed at the outset of any communication and may be limited by mandatory
reporting requirements, including cases of immediate threat or danger, or abuse of a Minor.

The Athlete Ombudsman can be reached by phone: 1-800-ATHLETE, 719-866-5000, or via email: athlete.ombudsman@usoc.org. For more information, visit www.athleteombudsman.org.

2. Reporting Party request for confidentiality

If the Office receives notice of possible sexual misconduct, but a Reporting Party does not wish for their name or identity to be shared, does not wish for an investigation to take place or does not want a formal resolution to be pursued, the Reporting Party may make such a request to the Office, which will evaluate the request.

a. In cases where a Reporting Party requests confidentiality and the circumstances allow the Office to honor that request, the Office will not pursue formal action.

b. In cases indicating pattern, predation, threat, use of weapons and/or violence, the Office will likely be unable to honor a request for confidentiality.

3. Privacy

Information will be shared only as necessary with investigators, witnesses and the Responding Party. It will be necessary for the Office to (a) notify the NGB of an allegation involving a Covered Individual from that NGB, (b) if the Office seeks an interim measure, (c) if the Office proceeds to a full investigation, and (d) any final decision regarding whether a violation occurred and sanctions, if any. But the Office will not disclose the identity of a Reporting Party to the NGB unless necessary to the case.

4. Parental notification

The Office reserves the right to notify parents/guardians of Reporting Parties regarding any health or safety risk.

III. RESOLUTION PROCEDURES

Proceedings may be conducted by the Office and/or its designees. The timing and scope of the proceedings will be based upon the particular circumstances of the matter at issue. While applying the Procedures consistently in similar situations is a priority, they are flexible and will not be applied the same way in every situation. The Office reserves the right to modify its processes as it deems necessary.

Absent compelling circumstances, cases involving more than one Reporting Party and/or more than one Responding Party will be treated as a single matter throughout resolution proceedings, including arbitration, if any.

A. Participation

1. Advisors

a. Right to an advisor

The Reporting Party and Responding Party are entitled to an advisor of their choosing to guide and accompany them throughout proceedings. The advisor may be a friend, mentor, family member, attorney or any other supporter a party chooses to advise them who is both eligible and available. People who may be called as witnesses may not serve as an advisor.

Each party is entitled to be accompanied by their advisor in all meetings and interviews at which the party is entitled to be present, including intake, interviews and hearings. An advisor should help their advisee prepare for each meeting, and is expected to advise ethically, with integrity and in good faith.
b. Rules

Each advisor is subject to the same rules, whether or not the advisor is an attorney:

i. An advisor may not present on behalf of their advisee in a meeting, interview or hearing and should request or wait for a break in the proceeding if the advisor wishes to interact with Office officials.

ii. An advisor is expected to refrain from interference with the Office’s proceedings and may be asked to leave any meeting if an Office official considers the advisor to be disruptive or otherwise failing to respect the limits of the advisor role.

iii. No audio or video recording of any kind is permitted during meetings with Office officials other than as authorized by the Office.

2. Participation of Reporting Party and Responding Party

a. Opportunity to provide evidence

During an investigation, both the Reporting Party and the Responding Party are permitted to provide evidence, including written statements, lists of potential witnesses and other physical or documentary evidence.

b. Cooperation and adverse inferences

Full cooperation and participation in the investigation process is important to ensure that all relevant facts and evidence are presented to the Office so it can determine whether a Code Violation occurred. If a party declines to cooperate or participate in an investigation, the Office will make its decision based on the available evidence. If a Responding Party does not cooperate with the Office, an adverse inference may be drawn.

c. Witnesses

Any witness scheduled to participate in an arbitration must consent to be interviewed by the Office prior to any hearing, unless the Office otherwise agrees to the witness’s participation.

B. Preliminary inquiry

1. Initiating proceedings

a. When the Office receives notice of a matter within its exclusive authority, or accepts a matter within its discretionary authority, it will undertake a preliminary inquiry to determine if there is (a) reason to believe (b) a Covered Individual (c) violated the Code. If, after a preliminary inquiry, the Office concludes there is reason to believe a Covered Individual has violated the Code, it will initiate proceedings, which may include an informal or formal resolution.

b. The Office may initiate proceedings without a formal report, and reserves the right to initiate proceedings without a report from, or participation by, the Reporting Party.

2. Interim measures

The Office may, at any point before a matter is final, seek interim measures as set forth below in Part V.

C. Informal resolution

At any time prior to an arbitrator’s final decision, the Office has the authority to reach an informal resolution of any matter. An informal resolution is a final disposition of the matter and the final disposition will not be confidential.
D. Formal resolution—full investigation

If the Office determines that a formal resolution process is necessary, it will appoint trained investigators, usually within two business days of determining that a formal resolution should proceed. The number of investigators and the length of the investigation will depend on the nature and/or complexity of the matter.

1. Steps

   The investigator(s) may take the following steps:

   a. Seek to notify the Reporting Party that the Office is conducting an investigation into the possible Code Violation and inform the Reporting Party of the right to meet with the investigator and present evidence in support of the complaint along with the names and/or contact information of any potential witnesses with direct knowledge of the allegations.

   b. Seek to interview the Responding Party and advise the Responding Party of the nature of the allegation before making a determination. The Responding Party will be provided the opportunity to present a response to the allegations, including evidence and the names and/or contact information of potential witnesses with direct knowledge of the allegations.

   c. Seek to interview witnesses with direct knowledge of the allegations.

   d. Seek evidence and take any other action as the investigator may deem relevant to the investigation.

   e. Review the evidence provided by a Third-party Reporter, the Reporting Party, the Responding Party or any other source.

   f. Document all investigative efforts, including but not limited to interviews, receipt of relevant documentation, database searches, and review and collection of other publicly-available information (e.g., social media, public records).

2. Closing the investigation

   At any point prior to final resolution the Office may close the investigation if (a) the investigator could not conduct or complete the investigation, (b) it is determined the Office does not have authority or jurisdiction over the alleged Violation or (c) it is determined there is no reason to believe that there has been a Violation. The Office may, at its discretion, reopen any case closed under this section.

3. Investigative report

   Upon completing the investigation, the investigator will prepare a report that, based on the preponderance of the evidence, sets forth findings of fact and references disputed facts and any credibility assessments. The investigator’s report will also state whether the Responding Party violated the Code. If it is determined that the Responding Party violated the Code, the investigator will include in the report a recommended sanction.

4. The Director of Investigation’s Decision

   The Director of Investigations (Director) will consider the investigative report and any other relevant information. If the Director decides no further investigation is necessary, the Director will issue a Decision that (a) states whether a violation of the Code occurred, based on a preponderance of the evidence, (b) the Code Violation and (c) the sanction to be imposed (if any), consistent with the Sanctioning Guidelines. The Decision will include a summary of the relevant facts, evidence relied upon and the rationale for the Decision. Names of witnesses and parties will be replaced with alpha-numeric identifiers.
5. **Notice of Director’s Decision**

The Director will provide written notice and a copy of the Decision to the Responding Party and the Reporting Party. The written notice will state the Responding Party’s opportunity to request a hearing before the arbitration body to challenge all or part of the Decision. The Decision will also include notice of the Reporting Party’s right, as discussed below, to request a hearing before the arbitration body to challenge a determination that the Responding Party did not violate the *Code*. Notice and receipt may be accomplished either through actual notice or constructive notice. Constructive notice is sufficient for all purposes for which notification is required under these *Procedures*.

a. **Actual notice**

Actual notice and receipt may be accomplished by any means that conveys actual knowledge of the matter to the person. Actual notice and receipt shall be effective upon delivery.

b. **Constructive notice**

Constructive notice and receipt may be accomplished by third-party courier, email or U.S. Postal mail.

i. Notice shall be sent to the person’s most recent mailing address or email address on file (taking into account the most recent contact information on file with the Office or the LAO, NGB or USOC, as relevant). Also, if the person has provided the Office with the name and contact information of a designated advisor, notice may be sent to the advisor’s most recent mailing or email address. Notice shall be achieved if the third-party courier indicates delivery or if the U.S. Postal mail is not returned within a reasonable period of time.

ii. Constructive notice and receipt shall be effective one business day after delivery by a third-party courier or email or five business days after depositing the notice with the U.S. Postal Service.

6. **Options**

a. **Reporting Party**

If the Director decides there was no violation of the *Code* by the Responding Party, the matter will be closed. If, however, the Reporting Party is an Athlete or Non-athlete Participant, then the Reporting Party may initiate arbitration within five business days to request a finding that the Responding Party violated the *Code*.

b. **Responding Party**

If a violation of the *Code* is found, the Responding Party shall have five business days from receipt of the Director’s notice to request a hearing concerning the Director’s Decision. The Responding Party may request a hearing concerning the Director’s finding(s) that there was a violation of the *Code*, the sanction or both. If the Responding Party fails to request a hearing within five business days, the Director’s Decision shall go into effect unless the Director determines that the Responding Party has shown good cause for an extension of the time to request a hearing.

c. **Interim measures and sanctions remain in effect pending arbitration**

All interim measures and sanctions imposed by the Office will be in effect until arbitration, if any, is final. However, the Responding Party may request that the Director delay implementation of the sanctions until the arbitration is final. Whether to
delay implementation of the sanctions rests in the sole discretion of the Director and is not reviewable.

7. Arbitration

Any arbitration will be conducted pursuant to the Supplementary Rules for U.S. Olympic and Paralympic SafeSport Arbitrations (Rules). On receiving a hearing request from the Responding Party, the Office will initiate an arbitration as provided for in the Rules. If these Procedures conflict with the Rules, the Rules govern.

8. Reopening a case

At any time after an informal resolution, Decision or arbitration is final, either the Reporting Party or Responding Party may request that the Office reopen a matter to consider new evidence, unavailable during the original hearing or investigation, that could substantially impact the original finding or sanction. Whether to reopen a case is within the Director’s sole discretion.

IV. MISCONDUCT RELATED TO THE OFFICE’S PROCEEDINGS

When the Office is engaged in proceedings related to an actual or suspected Code Violation, and even after a matter is final, the following behavior by a Covered Individual may be considered misconduct, which violates these Procedures, and may give rise to sanction: abuse of process, failure to report, intentionally making a false report, or Retaliation.

A. Abuse of process

Direct or indirect abuse of or interference with Office proceedings by: (a) falsifying, distorting or misrepresenting information; (b) destroying or concealing information prior to or during an investigation; (c) attempting to discourage an individual’s proper participation in or use of, the Office’s processes; (d) harassing or intimidating (verbally or physically) any person involved in the Office’s processes before, during and/or following proceedings (including up to and through arbitration); (e) publicly disclosing a Reporting Party’s identifying information; (f) failing to comply with an interim measure or other sanction; or (g) influencing or attempting to influence another person to commit abuse of process.

B. Failure to report

A failure by a Covered Individual to report actual or suspected misconduct that could violate the Code.

C. Intentionally making a false report

A report that is intentionally false or made maliciously without regard for truth.

V. INTERIM MEASURES

At any point before a matter is final through these Procedures or arbitration, interim measures may be appropriate to ensure the safety or well-being of the Reporting Party, Athletes, other Non-athlete Participants or the Responding Party. Interim measures may also be appropriate where an allegation against the Responding Party is sufficiently serious that the Responding Party’s continued participation could be detrimental to sport or its reputation. Nothing in these Procedures prevents the Office, LAO, NGB or USOC from taking appropriate interim measures upon notice of an imminent threat of harm. In such emergency circumstances, it may be appropriate to immediately remove a Covered Individual to address such a threat.

A. Rules

Any interim measures hearing will be conducted according to the Rules.
B. Scope
The interim measures hearing is not to be a full hearing on the merits and is limited to determining whether there exists reasonable cause to impose one or more interim measure(s).

C. Measures
Interim measures may include, but are not limited to, altering training schedules, providing chaperones, implementing contact limitations between the parties, and suspensions.

VI. SANCTIONING GUIDELINES
Sanctions will be reasonable and proportionate to the Code Violation and surrounding circumstances with the intended effect of protecting relevant participants.

A. Possible sanctions
One or more of the following sanctions may be recommended or imposed singularly or in combination: (a) written warning; (b) educational or behavioral programs; (c) loss of privileges; (d) probation; (e) suspension or other eligibility restrictions, up to and including permanent ineligibility. The Office reserves the right to lessen or broaden any range of recommended sanctions in the case of mitigating circumstances or egregiously offensive behavior.

The Office may maintain a searchable database of Covered Individuals who have had their eligibility restricted or suspended under these Procedures on or after March 3, 2017.

B. Considerations
Factors relevant to determining appropriate sanctions include, without limitation:

1. Seriousness of the Violation;
2. The Responding Party’s prior history;
3. Ages of individuals involved;
4. Whether the Responding Party poses an ongoing threat to the safety of others;
5. Voluntary disclosure of offense and/or cooperation by the Responding Party;
6. Disposition of an investigation by state or federal law authorities;
7. Real or perceived impact of incident on the Reporting Party, NGB(s) or USOC; and
8. Other mitigating and aggravating circumstances.

C. Reciprocity
A sanction as to one NGB’s Covered Individual, resulting from the Office’s exercise of its exclusive or discretionary authority, shall also be enforced by the USOC and all other NGBs and LAOs.

VII. RELATED PROCEEDINGS
A. Effect of criminal or civil proceedings
Because the standards for finding a violation of criminal law are different from the standards for finding a violation of the Code, the resolution of a criminal proceeding is not determinative of (but may be relevant to) whether a violation of the Code has occurred, regardless of the outcome of any criminal process. Conduct may constitute sexual misconduct under the Code even if the Responding Party is not charged, prosecuted or convicted for the behavior that constitutes a potential violation of the Code, is acquitted of a criminal charge, or legal authorities decline to prosecute.

The Office’s resolution will not typically be altered or precluded on the grounds that (a) a civil case or criminal charges involving the same incident or conduct has been filed, or (b) that charges have been dismissed or reduced; or (c) a lawsuit has been settled or dismissed. However, the Office may:
1. Undertake a delay in its investigation or resolution process to avoid any conflict or interference with law enforcement proceedings; and/or

2. Comply with a law enforcement request for cooperation when criminal charges associated with the incident or conduct that invoked this process is being investigated.

B. Effect of criminal conviction

If the Responding Party is convicted of a crime or subject to a Criminal Disposition related to the underlying misconduct, the Office may either investigate or conclude that a violation of the Code occurred based on a conviction or Criminal Disposition. If a conclusion is reached that a violation of the Code occurred, the Office may issue a sanction.

VIII. USE OF MATERIALS

Materials created or produced by the Office and marked confidential as part of these Procedures and any arbitration under the Rules shall not be disclosed outside those proceedings, except as required by law.
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SUPPLEMENTARY RULES FOR U.S. OLYMPIC AND PARALYMPIC SAFESPORT ARBITRATIONS

Effective as of March 21, 2018

*All capitalized terms not otherwise defined here shall be defined as set forth in the SafeSport Code for the U.S. Olympic and Paralympic Movement.

R-1.  Application

These Supplementary Rules for U.S. Olympic and Paralympic SafeSport Arbitrations (Rules) shall apply to arbitrations arising out of the SafeSport Practices and Procedures for the U.S. Olympic and Paralympic Movement (Procedures). No other Arbitration Rules shall be applicable.

R-2.  Scope

Arbitration shall resolve only whether a Responding Party violated the SafeSport Code for the U.S. Olympic and Paralympic Movement (Code) and/or the appropriate sanction (if any). Challenges to, or complaints about, any organizational practices or procedures shall not be addressed and the arbitrator shall be limited to evaluating whether a Covered Individual violated the Code and, if so, the appropriate sanction.

R-3.  Arbitrator qualifications

The pool of arbitrators for SafeSport cases shall consist of individuals who are U.S. citizens and meet the SafeSport Arbitrator Qualifications (Exhibit 3), as determined by the arbitration body. Any reference to arbitrator shall also refer to an arbitration panel consisting of three arbitrators, if applicable. All arbitrators in the SafeSport arbitrator pool will receive specialized training.

R-4.  Parties

When the Responding Party requests a hearing under the Rules, the parties to the arbitration will be the Office and the Responding Party. When the Reporting Party requests a hearing under the Rules, the parties to the arbitration will be the Reporting Party and the Responding Party. Any reference to the Office in these Rules shall refer to the Reporting Party. A reference to the parties, the Office, the Responding Party or the Reporting Party will include any parent or guardian of a Minor, unless otherwise stated herein.

R-5.  Advisor

Any party may have a single advisor, at that party’s own expense. The advisor may but need not be an attorney. The Responding Party’s advisor (and only in a Reporting Party initiated proceeding, the Reporting Party’s advisor), if any, may participate in the pre-hearing conference, confer with the advisee during the hearing, clarify procedural questions, present opening and closing arguments on behalf of the advisee, suggest questions to the advisee and the hearing panel during witness examinations, or to the extent direct examination by the parties is permitted, question witnesses on behalf of the advisee. A party intending to have an advisor shall notify the other party and the arbitration body of the name and address of the advisor a minimum of 24 hours before the date set for the hearing or other proceeding at which the advisor is first to appear. The parties are responsible for keeping the arbitration body informed of any changes in advisors. Notice given to a designated advisor shall be deemed notice to the advisee.

R-6.  Confidentiality

The arbitration, including all pre-hearing matters, shall be subject to the confidentiality provisions set forth in the Procedures and other confidentiality policies adopted by the U.S. Center for SafeSport Response and Resolution Office (Office).

R-7.  Initiating arbitration

After receiving a request for an arbitration hearing and the required fees from the appropriate party under R-35, the Office will send a notice to the Responding Party, the Reporting Party and the arbitration administrator informing them that an arbitration has been initiated and
requesting confirmation of an email address to which notice will be deemed received upon mailing to such address.

The notice shall set forth (i) the alleged Violation; (ii) the sanction determined by the Office; (iii) the recipient’s confidentiality obligations; and (iv) that any recipient who violates confidentiality obligations shall be subject to the jurisdiction of the Office and may be held, after proper process, to have violated the Code.

R-8. Number of arbitrators

There shall be one arbitrator.

R-9. Arbitrator appointment

a. Merits arbitrator

(1) Promptly after arbitration is initiated, the arbitration body will send simultaneously to each party an identical list of nine arbitrators, all of whom shall be attorneys or retired judges. The parties are encouraged to agree to an arbitrator from the submitted list and to advise the arbitration body of their agreement.

(2) Within 48 hours after receiving the arbitrator list, the Office and the Responding Party each may strike the names of up to three arbitrators from the list and return the list to the arbitration body. If a party does not return a strike list within the time specified, all persons named in the list shall be deemed acceptable to that party. The names stricken by a party will not be disclosed to the other party.

(3) From among the persons who have been approved on both lists the arbitration body shall invite an arbitrator to serve. If, for any reason, an arbitrator cannot be appointed from the submitted lists, the arbitration body shall have the power to make the appointment from among the other attorneys or retired judges of the pool, not to include any arbitrator previously stricken by a party.

b. Interim measures hearings

If an interim measures hearing is requested by the Office under R-40, it shall be heard by a single arbitrator, who is an attorney or retired judge, appointed by the arbitration body. The interim measures hearing arbitrator cannot manage the subsequent proceedings or serve as an arbitrator in a subsequent arbitration hearing of the matter.

R-10. Notice to arbitrator of appointment

Notice of the appointment of the arbitrator, whether appointed by the parties or by the arbitration body, shall be sent to the arbitrator by the arbitration body, together with a copy of these Rules. A signed acceptance by the arbitrator shall be filed with the arbitration body.

R-11. Jurisdiction and conflicts of interest

a. Jurisdiction

The arbitrator shall have the power to rule on the arbitration body’s jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement. Any challenges to the arbitrator’s jurisdiction must be made at the pre-hearing conference and shall be decided before the hearing, as set forth in R-15.

b. Conflicts of interest

(1) Any person appointed as an arbitrator shall disclose to the arbitration body any circumstance that could affect impartiality or independence, including any bias, any financial or personal interest in the result of the arbitration, or any past or present relationship with the parties or witnesses.

(2) The arbitration body shall communicate any information concerning a potential conflict of interest to the relevant parties and, as appropriate, to the arbitrator.

(3) A party may file an objection with the arbitration body contesting an arbitrator’s continued service due to a
conflict of interest. Upon receiving an objection, the arbitration body shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive. The parties may agree in writing that an appointed arbitrator subject to disqualification will not be disqualified.

c. Replacing a conflicted arbitrator
If the arbitration body determines that a selected arbitrator has a conflict of interest with one of the parties and the parties do not agree to waive the conflict, then the arbitration body shall select a substitute arbitrator from the remaining attorneys or retired judges named on the arbitrator pool list. If the appointment cannot be made from the list, the arbitration body shall have the power to make the appointment from among other attorneys or retired judges in the arbitrator pool without the submission of additional lists, not to include any arbitrator previously stricken by a party.

R-12. Vacancies
If an arbitrator is no longer able to hear a case for which the arbitrator has been appointed, the arbitration body shall select a substitute arbitrator from the remaining attorneys or retired judges. If the appointment cannot be made from the list, the arbitration body shall have the power to make the appointment from among the other attorneys or retired judges of the full arbitrator pool without the submission of additional lists, not to include any arbitrator previously stricken by a party.

R-13. Submissions to, and communication with, arbitrator
Except as provided under R-27.d., no party shall communicate unilaterally concerning the arbitration with an arbitrator or a candidate for an arbitrator position. Any documents submitted by any party to the arbitration body or to the arbitrator (with the exception of arbitrator strike lists under R-9) shall simultaneously be provided to the other party or parties to the arbitration.

R-14. Hearing concerning sanctions
If a Responding Party requests a hearing concerning only the Office’s sanctions, the following Rules apply:

a. Scope
The Violation and the underlying facts will be deemed established. The arbitrator will determine whether the sanctions imposed fall outside the range of sanctions set forth in the Procedures and/or are otherwise inconsistent with the cumulative conduct history of the Responding Party.

b. Standard of review
The arbitrator is authorized to modify the sanction only upon finding that the Office abused its discretion.

c. Briefing
Within 10 business days of the arbitrator’s appointment, the Responding Party shall file a brief setting forth the basis for the challenge to the sanction. Within seven business days of the Responding Party’s filing, the Office shall file a responsive brief.

d. Oral argument
The decision shall be based on the parties’ briefs and the Director’s Decision. However, the arbitrator may in the arbitrator’s discretion allow for oral argument.

e. Decision
The arbitrator will render a final and binding written decision to all parties within five business days from briefing.

R-15. Pre-hearing conference
a. The arbitrator shall schedule as soon as practicable a preliminary pre-hearing conference with the parties by telephone or video teleconference, but no sooner than four
business days and no later than 10 business days after the arbitrator is appointed.

b. At least two business days before the pre-hearing conference, the Responding Party shall provide the Office and arbitration body with a written answer to the Office’s decision against him/her (to include a written statement containing Responding Party’s summary of the factual rebuttal to the Violation and the defenses the Responding Party intends to raise at the arbitration) and the documentary evidence and witnesses that the Responding Party intends to present at the hearing. If the Responding Party fails to submit the required information, the arbitrator has the discretion to deny its admittance at the arbitration.

c. The pre-hearing conference will be directed by the arbitrator and shall be the exclusive opportunity of the parties to address issues that need to be resolved before the hearing, including, but not limited to:

(1) the timeline for the exchange of evidence and witness lists;
(2) any expected evidentiary issues;
(3) any challenges to jurisdiction;
(4) any disputes over the disclosure or exchange of evidence; and
(5) the scheduling and logistics of the hearing, to include without limitation the amount of time each side will have to present its evidence. The arbitrator will attempt to schedule the hearing to be completed within a single, eight-hour day.

The arbitrator may schedule more than one pre-hearing conference only if the arbitrator determines that an additional conference is necessary. All pre-hearing issues shall be resolved at the pre-hearing conference unless the arbitrator orders briefing. If briefing is ordered, all briefs must be submitted at least five business days before the hearing, and the issues that are the subject of the briefing shall be, whenever possible, decided before the hearing.

The arbitrator shall issue a written decision memorializing decisions made and agreements reached during or following the pre-hearing conference. All identifying information of the Reporting Party (including name), the Responding Party and witnesses shall be redacted.

R-16. Discovery
There shall be no discovery, except in exceptional circumstances as ordered by the arbitrator.

R-17. Date and time of hearing
The arbitrator shall use best efforts to ensure that the hearing is completed and the decision rendered within 15 business days of the pre-hearing conference. Although the arbitrator shall make reasonable accommodations to the parties and their advisors with regard to scheduling, the parties and their advisors have a duty to be reasonably available to ensure the ability of the arbitration process to render a reasonably prompt result. The arbitrator in the arbitrator’s sole discretion may rule that the unavailability of a party’s advisor is not grounds for postponing the hearing. Failure by the arbitrator or the Office to adhere to the timelines set forth herein shall not be grounds for overturning the arbitrator’s decision. On good cause shown by any party, the arbitration hearing process shall be expedited as may be necessary in relation to the Responding Party’s potential participation in a competition as required by the Ted Stevens Olympic and Amateur Sports Act.

R-18. Place of hearing
The hearing will be conducted telephonically or by videoconference except as authorized by the arbitrator in unique circumstances, in which case the hearing may be held in person at a location in the United States determined by the arbitrator. If a hearing is held in
person, the arbitrator may nonetheless permit witnesses to appear behind screens, by telephone or via videoconference.

R-19. Attendance

Unless the arbitrator and the parties agree otherwise, only the following individuals shall be present at the hearing: (1) the Office; (2) the Responding Party; (3) the Reporting Party; (4) the parties’ respective advisors; and (5) witnesses during their own testimony.

R-20. Oaths

Before proceeding with the hearing, each arbitrator will take an oath of office if required by law. The arbitrator will require witnesses to testify under oath if it is required by law.

R-21. Interpreters

All arbitration proceedings shall be conducted in English. Any party who would like an interpreter is responsible for coordinating directly with the interpreter and is responsible for the costs of the interpreter service. The interpreter must be free of conflicts of interest.

R-22. Continuance

The arbitrator may continue any hearing upon agreement of the parties, upon request of a party or upon the arbitrator’s own initiative. Unless agreed, postponements shall be discouraged and only granted in compelling circumstances. A party or parties causing a postponement of a hearing will be charged a postponement fee, as set forth in the arbitration fee schedule (Exhibit 1).

R-23. Arbitration in the absence of a party or advisor

The arbitration may proceed in the absence of any party or advisor who, after notice, fails to be present or to obtain a postponement. The arbitrator shall require the party who is present to submit evidence that the arbitrator may require for the making of a decision.

R-24. Standard of proof

The arbitration body shall use a preponderance of the evidence standard to determine if a Covered Individual has violated the Code.

R-25. Rules of evidence

a. Strict conformity to legal Rules of evidence shall not be necessary, and hearsay evidence may be considered.

b. Any party may introduce the Director’s Decision into evidence, and the arbitrator shall give it appropriate weight.

c. The arbitrator shall determine the admissibility, relevance and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative, irrelevant or unreliable.

d. The arbitrator may draw an adverse inference by failure of the Responding Party to cooperate, participate or testify during the Office’s investigation or the arbitration.

e. The arbitrator shall take into account applicable principles of legal privilege, including without limitation those involving the confidentiality of communications between an attorney and client and between a physician and patient.

f. Any statement from a Minor, be it written, recorded or live, and whether direct or hearsay, shall be admissible.

R-26. Evidence by affidavit

The arbitrator may receive and consider the evidence of witnesses by declaration or affidavit and shall give it such weight as the arbitrator deems appropriate after considering any objection made to its admission.

R-27. Hearing

Unless the parties agree that the arbitrator can determine the case without an oral hearing and on written briefings alone (which the parties may do whether the matter relates to liability and sanctions or sanctions only), the arbitrator will hold an oral hearing.

a. Arbitrator to manage proceedings expeditiously

The arbitrator, exercising discretion, shall conduct the proceedings expeditiously and may direct the order of proof,
bifurcate the hearing between the Violation and sanction portions of the hearing, and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

b. **Opening statements**

Each party shall be entitled to present a concise opening statement prior to the presentation of evidence. The Office or its advisor shall present its opening statement first, followed by the Responding Party.

c. **Presenting evidence**

Both the Office and the Responding Party shall be entitled to an equitable amount of time to present evidence in support of or in opposition to the alleged Violations, as determined by the arbitrator at the pre-hearing conference. Absent exceptional circumstances, the parties will be expected to complete the hearing in a single, eight-hour business day. The arbitrator will track the time used by each party during the course of proceedings and enforce the time limits to ensure equitable time to both parties. The parties will be permitted, subject to any pre-hearing orders, to present documentary evidence through the submission of exhibits and to present testimony through affidavit or in-person testimony of witnesses.

The Office will present its evidence first. The Responding Party will present its evidence second. The Office will then present any rebuttal evidence.

d. **Examining witnesses**

(1) The Responding Party and Reporting Party shall be subject to questioning by only the arbitrator unless the Responding Party or Reporting Party agrees to direct examination and cross-examination by the opposing party.

(2) Unless the Responding Party and/or Reporting Party elect to be questioned directly by the parties, no later than five days before the hearing, the Office and the Responding Party each may submit, *ex parte*, proposed questions and lines of inquiry to the arbitrator for the questioning of the Responding Party and Reporting Party. The arbitrator will review the submitted questions and lines of inquiry and will, in the arbitrator’s discretion, determine which are appropriate and relevant based on the understanding of the matter and to ensure the arbitrator’s ability to render a decision in the matter. The arbitrator also may ask such other questions which the arbitrator deems appropriate.

(3) If the arbitrator has been the sole questioner of the Responding Party or Reporting Party, then after the arbitrator’s direct questioning of the Responding Party or Reporting Party is completed, the witness will be temporarily excluded from the hearing so that the arbitrator can discuss with each of the parties separately appropriate follow-up questions or supplemental lines of inquiry for the arbitrator to consider. The arbitrator will ask follow-up questions of the witness that the arbitrator deems appropriate.

(4) The arbitrator shall also question any witness. The parties may also question all other witnesses directly, provided that the arbitrator shall have the authority to limit questioning of witnesses or lines of inquiry based on, without limitation, relevance, that the questioning is cumulative, or that the questioning has become harassing or abusive.

(5) **Examining Minors**

The presumption is that a Minor will not testify live at a hearing; however, with the permission of the Minor’s parents or guardians (or in extraordinary circumstances, without such permission), the Minor may testify if so desired. The arbitrator shall determine the manner in
which Minor’s evidence shall be given, including whether any or all questioning of the Minor (live or via video) will be completed outside the presence of their parent(s) or guardian(s), bearing in mind (a) the objective of achieving a fair hearing, (b) the possible damage to a Minor’s welfare from giving evidence, and (c) the possible advantages that the Minor’s evidence will bring to determining the facts.

A Minor may only be asked to testify in exceptional circumstances as determined by the arbitrator. In making this decision, the arbitrator shall consider:

(a) the Minor’s wishes and feelings, in particular, the Minor’s willingness to give evidence (an unwilling Minor should rarely, if ever, be obligated to give evidence);

(b) the Minor’s particular needs and abilities;

(c) whether the case depends on the Minor’s allegations alone;

(d) corroborative evidence;

(e) the age of the Minor;

(f) the maturity, vulnerability, understanding, capacity and competence of the Minor;

(g) whether justice can be done without further questioning of the Minor;

(h) the wishes and views of any parent, person with parental responsibility for the Minor, or any guardian, if appropriate; and

(i) whether the Minor has given evidence to another tribunal or court related to the subject matter of the proceeding, the way in which such evidence was given, and the availability of that evidence.

e. **Role of the Reporting Party**

In arbitrations requested by the Responding Party, the Reporting Party is not a party, but has the right to be present during the hearing and to give testimony as a witness if called, but shall not otherwise participate in the hearing.

f. **Closing statements**

Each party will be entitled to present a concise closing statement after the close of evidence and before the hearing is concluded. The Office will present its closing statement first, followed by the Responding Party, and the Office will be allowed time for a reply.

g. **Hearing closed to the public**

The hearing shall be closed to the public.

h. **No disclosure of information**

All information obtained by the Office, Responding Party or the Reporting Party during the arbitration shall be subject to the stated limits set forth in the Office’s Procedures.

i. **Recording**

At the request of any party or the arbitrator, hearings shall be recorded by the arbitration body and retained by the Office in its confidential files, but shall not be made available to any party or third party except in accordance with the Procedures. The requesting party is responsible for arranging the recording.

R-28. **Closing of hearing**

After all evidence has been submitted at the hearing, the arbitrator shall specifically inquire of each party whether it has any further evidence to offer or witnesses to be heard. Unless the arbitrator determines that additional evidence or witness(es) are required to resolve the controversy, the arbitrator will declare the hearing closed. There shall be no post-hearing briefing ordered except in exceptional
circumstances. If documents or responses are to be filed as directed by the arbitrator, or if briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of briefs.

R-29. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to promptly state an objection in writing shall be deemed to have waived the right to object.

R-30. Extensions of time

For good cause shown, the arbitrator may extend any period of time established by these Rules, except the time for making the decision, keeping in mind the need to resolve these disputes expeditiously; the unavailability of an advisor—after an arbitrator’s efforts to reasonably accommodate the advisor’s schedule—shall not be considered good cause except in exceptional circumstances. The arbitrator shall notify the parties of any extension.

R-31. Notice and receipt

The parties each must provide an email address to the arbitration body and opposing parties/advisors upon initiation of an arbitration under the Rules. Notice sent to that email address shall be considered actual notice to the party effective upon delivery.

R-32. Decisions

a. Time

The reasoned decision shall be made promptly by the arbitrator after the close of evidence, and, unless otherwise agreed by the parties or specified by law, no later than seven business days from the date of close of the evidence or any briefing ordered by the arbitrator.

b. Form

In all cases, the arbitrator shall render a written, reasoned final decision, which shall be signed by the arbitrator. All identifying information of the Reporting Party (including name), and witnesses (other than the Responding Party) shall be redacted. If the arbitrator determines that there has been no Violation, then the Responding Party may request that the arbitrator redact their name and/or identifying information in the final decision.

c. Scope

The arbitrator may grant such remedy or relief the arbitrator deems just and equitable and within the scope of the Code and the Sanctioning Guidelines.

d. Delivery to parties

The final decision shall be deemed delivered to the parties if transmitted as provided in R-31.

R-33. Modifying decision

Within three business days after the transmittal of the arbitrator’s final decision, any party, upon notice to the other parties, may request the arbitrator, through the arbitration body, to correct any clerical, typographical or computational errors in the decision. The arbitrator is not empowered to re-determine the merits of any matter already decided. The other parties shall be given two business days to respond to the request. The arbitrator shall dispose of the request within two business days after transmittal by the arbitration body to the arbitrator of the request and any response thereto.

R-34. Appeal

The arbitration decision shall be considered final and binding. The parties to arbitration waive, to the fullest extent permissible by law, any right to challenge in court the arbitrator’s decision.

R-35. Filing fees and expenses

a. The arbitration body shall prescribe filing and other administrative fees and expenses to compensate it for the cost of providing services. The fees in effect when the fee or charge is incurred shall be applicable.
b. Initiating arbitration

1. Arbitration requested by Responding Party
   a) Arbitration fees and expenses
      The Responding Party shall pay a full deposit for all fees and expenses associated with the arbitration as set forth in Exhibit 1. If the Responding Party fails to provide the deposit, then the arbitration may not proceed.
   b) Hardship exemption
      In the case of Responding Parties who are Athletes, the Responding Party may, at the discretion of the Office, obtain a hardship exemption from payment of some of these fees through written certification that they have insufficient funds to cover arbitration (see Exhibit 2). If the Office grants an exemption, the Office shall pay all fees and expenses associated with the arbitration as set forth in Exhibit 1.

2. Arbitration requested by Reporting Party
   a) Arbitration fees and expenses
      The Reporting Party shall pay a full deposit for all fees and expenses associated with the arbitration as set forth in Exhibit 1. If the Reporting Party fails to provide the deposit, then the arbitration may not proceed.
   b) Hardship exemption
      In the case of Reporting Parties who are Athletes, the Reporting Party may, at the discretion of the Office, obtain a hardship exemption from payment of some of these fees through written certification that they have insufficient funds to cover arbitration (see Exhibit 2). If the Office grants an exemption, the Office shall pay all fees and expenses associated with the arbitration as set forth in Exhibit 1.

R-36. Other fees and expenses

The expenses of witnesses and translators for any party shall be paid by the party producing such witnesses or translators. Parties shall be responsible for their own advisor’s fees and costs, and all other expenses not expressly assumed by the Office. A party who successfully seeks a continuance shall pay a continuance fee as set forth in Exhibit 1.

R-37. Arbitrator’s compensation

a. Arbitrators shall be compensated at the rates set forth in the arbitration fee schedule (Exhibit 1).

b. If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator and the arbitration body, and confirmed to the parties. Any arrangement for the compensation of an arbitrator shall be made through the arbitration body and not directly between the parties and the arbitrator.

R-38. Allocating fees and expenses

The arbitrator shall, in the final reasoned decision, allocate fees and expenses as follows:

a. Arbitrations requested by the Responding Party
   1. If a Violation is not found, the Office shall reimburse the Responding Party for all arbitration fees and expenses paid to the arbitration body pursuant to R-35.
   2. If the case involves multiple Violations, and the arbitrator modifies some Violations but not all, the arbitrator has the discretion to allocate the fees and expenses paid to the arbitration body pursuant to R-35.
   3. If, in a sanctions-only hearing, the sanction is reduced the arbitrator may reapportion responsibility for all
arbitration fees and expenses paid to the arbitration body pursuant to R-35 between the Office and the Responding Party.

b. Arbitrations requested by the Reporting Party

If a Violation is found, the Office shall reimburse the Reporting Party for all arbitration fees and expenses paid to the arbitration body pursuant to R-35.

R-39. Interpreting and applying the Rules

The arbitrator shall interpret and apply these Rules insofar as they relate to the arbitrator’s powers and duties.

R-40. Interim measures

If the Office seeks interim measures, it will offer an opportunity for a hearing. The following Rules govern interim measures hearings.

a. Notice to the Responding Party

The Responding Party will be notified as soon as possible of (a) the interim measure and (b) the opportunity for a hearing to take place no later than 72 hours after the Responding Party requests a hearing (unless otherwise agreed by the parties). The Interim Measure is effective upon issuance of the Notice subject to stay procedures set forth in the Practices and Procedures.

b. Arbitrator

If the Office imposes or seeks to impose interim measures prior to the appointment of the arbitrator as provided in R-9, then a special arbitrator will be appointed by the arbitration body solely to conduct the interim measures hearing. This special arbitrator shall not be considered for appointment pursuant to R-9. If the Office imposes or seeks to impose interim measures after the appointment of the arbitrator, then the appointed arbitrator shall conduct the interim measures hearing.

c. Filing fees and expenses

The arbitration body shall prescribe filing and other administrative fees and expenses to compensate it for the cost of providing services. The fees in effect when the fee or charge is incurred shall be applicable. The Office shall pay a deposit for 2/3’s of the fees and expenses and the requesting party shall pay 1/3 of the fees and expenses associated with an interim measures arbitration as set forth in Exhibit 1.

d. Procedures

(1) Expedited proceedings

The interim measures hearing is an expedited proceeding to quickly resolve whether sufficient evidence exists to satisfy the arbitrator that the interim relief requested is appropriate on the facts and circumstances of the case. The interim measures hearing is not intended to be the hearing necessary to finally resolve whether the Responding Party has committed a Violation or what the appropriate sanctions should be, if a Violation is found to have occurred. Except in exceptional circumstances, the interim measures hearing will last no longer than two hours.

(2) Scope

The interim measures hearing will not be a hearing on the merits and is limited to determining if there is cause to impose the interim measure(s).

e. Standard of review

To impose interim measures, the arbitrator must find based on the evidence presented, that: (i) the interim measure is appropriate based on the allegations and facts and circumstances of the case as they appear to the arbitrator; (ii) the interim measure is appropriate to maintain the safety or well-being of the Reporting Party, Athletes, or other Non-Athlete Participants; or (iii) the allegations against the
Responding Party are sufficiently serious that the Responding Party’s continued participation in the sport could be detrimental to the reputation of sport. In all cases, there shall be a rebuttable presumption that the allegations, as presented, are true.

f. Decision

The arbitrator may approve, reject, or modify the interim measures imposed or proposed by the Office. The arbitrator shall issue a decision regarding the Office’s request for interim measures either orally at the conclusion of the interim measures hearing, with a written reasoned order to follow, or by a written reasoned decision issued within 24 hours of the close of the interim measures hearing. The decision shall be given no weight in the hearing of the case.

g. No appeal

Neither the Office nor the Responding Party may appeal the arbitrator’s decision. The denial of the requested relief shall not, however, prejudice the Office’s right to seek interim measures in the same case in the future.

h. Final hearing expedited if interim measures imposed

If interim measures are imposed, then the time for the hearing will be expedited to the extent feasible.
Exhibit 1

JAMS ARBITRATION FEES


$5,200.00  Single arbitrator
$1,500.00  Single arbitrator, interim measures hearing

- A deposit for the full price of JAMS fees and neutral rates is due at the time an arbitration is requested. An amount of $1,600 for single arbitrator matters is non-refundable. An amount of $1,500 for single arbitrator, interim measures hearings, is non-refundable.
- Applicable arbitrator travel costs will be charged.
- The above fees exclude usage of facilities. If a JAMS facility is used, a room rental fee not to exceed $300/day will be charged.

CANCELLATION/CONTINUANCE POLICY

<table>
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<th>Cancellation/Continuance period</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
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<td>14 days or more prior to hearing</td>
<td>• Arbitration, single arbitrator, $3,600 is refundable</td>
</tr>
<tr>
<td></td>
<td>• Interim Measures Hearing, non-refundable</td>
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- Hearing fees are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the party requesting the hearing is responsible for the fees of all parties.
- JAMS reserves the right to cancel the hearing if fees are not paid as required by the applicable cancellation date and JAMS confirms the cancellation in writing.
Exhibit 2
HARDSHIP CERTIFICATION

I, _________________________, certify under penalty of perjury that I qualify for a Hardship Exemption under the Supplementary Rules for U.S. Olympic and Paralympic SafeSport Arbitrations because I:

____ am an Athlete, as defined in the SafeSport Policies and Procedures for the U.S. Olympic Movement, and

____ do not have sufficient funds to cover the costs of arbitration as of this date.

__________________________
Name (printed)

__________________________
Signature

NOTARIZATION

State of ______)

SS: County of ______)

On this, the ___ day of __________, 20____, before me a notary public, the undersigned officer, personally appeared __________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that the same was executed for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.

_________________________
Notary Public
Exhibit 3
SafeSport Arbitrator Qualifications

INDEPENDENCE
Each arbitrator shall be independent. An arbitrator is “independent” if (a) the individual has or had no material affiliation or relationship, directly or indirectly, with the United States Center for SafeSport, the United States Olympic Committee (USOC), any National Governing Body (NGB), any Paralympic Sports Organization (PSO), the Athletes Advisory Council of the USOC (AAC), and/or any other affiliated organization such as an Olympic Training Center or designated partner, and (b) such person is free of any direct or indirect relationships that create an actual or perceived conflict of interest that could reasonably be expected to interfere with the exercise of independent judgment of such person. Before an arbitrator may be selected for the JAMS SafeSport Panel, the individual shall disclose any potential conflicts of interests to JAMS.

KNOWLEDGE
In addition to independence, arbitrators shall have a demonstrated working knowledge of sexual assault, domestic violence, child sexual abuse, grooming, trust dynamics, and trauma-informed questioning/forensic interviewing protocol. Experience involving emotional, physical and sexual misconduct in sport is strongly preferred.

WORKING EXPERIENCE
Arbitrators shall have experience working in at least one of the following areas:
- In criminal law as a judge, district attorney, or defense attorney, with specific experience in sexual misconduct
- Law enforcement, with specific experience in sexual misconduct
- As a social worker
- A Title IX coordinator or investigator
- As a guardian ad litem and/or
- Other comparable working experience.
# SAFESPORT Code for the U.S. Olympic and Paralympic Movement

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SAFESPORT CODE FOR THE U.S. OLYMPIC AND PARALYMPIC MOVEMENT

Effective March 21, 2018

The U.S. Olympic and Paralympic Movement is committed to creating and maintaining a sport community where all persons who participate in sport programs and activities can work and learn together in an atmosphere free of all forms of emotional, physical and sexual misconduct. The U.S. Center for SafeSport’s Response and Resolution Office (Office) has issued this SafeSport Code for the U.S. Olympic and Paralympic Movement (Code) and its appendices (collectively, Code) pursuant to the Center’s authority under the United States Olympic Committee’s (USOC) Bylaws.

Individuals within the Office’s jurisdiction are responsible for knowing the information, policies and procedures outlined in this Code and its related policies. The Office reserves the right to make changes to this document as necessary. Once posted online, changes are effective immediately unless otherwise noted.

I. INTRODUCTION

A. Application

The Code applies to Covered Individuals, as defined below.

B. Online, email, cellular or other electronic media or digital conduct

The Code may be applied to behavior conducted online or distributed electronically using email, text messages or any other electronic medium. This includes without limitation blogs, web postings, chats and social networking sites.

C. Age and competitive level irrelevant

Except as specifically noted, the Code applies without respect to age or competitive level.

D. Other remedies

1. The Code does not replace:
   a. the Ted Stevens Olympic and Amateur Sports Act;
   b. the employment practices of any relevant organization; or
   c. applicable federal or state law.

2. The Code does not extend or restrict a person’s right to file charges or claims with any other agency, law enforcement or court. Individuals are encouraged to ensure their rights have not expired through these other avenues.

II. DEFINITIONS

The following terms, as used in the Code and Appendices A and B, shall have the following meaning:

A. Athlete

An individual recognized as an athlete by an NGB under its bylaws, rules, regulations, guidelines or other governing documents.

B. Bullying Behavior

Repeated and/or severe (a) aggressive behavior (b) among Minors, (c) that is intended or likely to hurt, control or diminish another person emotionally, physically or sexually.

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1 Bullying-like behaviors among adults are addressed under other forms of misconduct such as Hazing and Harassment.
1. Forms
   a. Physical
      Hitting, pushing, punching, beating, biting, striking, kicking, choking, spitting or slapping; throwing objects such as sporting equipment at another person.
   b. Verbal
      Teasing, ridiculing, taunting, name-calling or intimidating or threatening to cause someone harm.
   c. Social, including cyberbullying
      Using rumors or false statements about someone to diminish that person’s reputation; using electronic communications, social media or other technology to harass, frighten, intimidate or humiliate someone; socially excluding someone and asking others to do the same.
   d. Sexual
      Teasing, ridiculing or taunting based on gender or sexual orientation (real or implied), gender traits or behavior (e.g., taunting someone for being too effeminate), or teasing someone about their looks or behavior as it relates to sexual attractiveness.

2. Rude, mean and conflict—distinguished
   Conduct may not rise to the level of Bullying Behavior if it is rude (inadvertently saying or doing something hurtful), mean (purposefully saying or doing something hurtful, but not as part of a pattern of behavior), or arising from conflict or struggle between persons, absent a Power Imbalance, who perceive they have incompatible goals.

3. Criminal conduct
   Bullying Behavior includes any conduct described as bullying under federal or state law.

C. Consent
   Freely given agreement by all people involved. As it relates to Sexual Conduct, Consent requires words or actions by a person who is legally and functionally competent to give informed permission for specific sexual activity. Consent to any one form of sexual activity does not automatically imply Consent for any other forms of sexual activity. Previous relationships or prior consent does not imply consent to future sexual activity. Once given, Consent can be withdrawn through clear communication.
   Consent does not exist if a person does not give Consent, or an Inability to Consent or Inability to Refuse exists.

1. Inability to Consent
   An Inability to Consent exists when Consent cannot be given because the person (a) lacks legal capacity or (b) is Incapacitated.

   a. Incapacitated
      A state where a person cannot make a rational, reasonable decision because they lack the capacity to give informed consent (i.e., to understand the “who, what, when, where, why or how” of the sexual interaction).
      A person may be Incapacitated because of a developmental or mental disability, illness, injury, alcohol or other drug use (voluntary or involuntary), blackout, sleep, unconsciousness or involuntary physical restraint.
2. Inability to Refuse

An Inability to Refuse exists when effective Consent cannot be given because of the use of Coercion, Force, Intimidation, or creating or misusing a Power Imbalance.

a. Coercion
Unreasonable pressure to engage in Sexual Conduct. Whether pressure is unreasonable depends on four factors, considered together: (a) frequency, (b) intensity, (c) isolation and (d) duration.

b. Force
The use or threat of physical force that overcomes free will or resistance.

c. Intimidation
Implied threats or acts that reasonably cause a fear of harm in another.

D. Covered Adult
A Covered Individual who is 18 years of age or older.

E. Covered Individual
Any individual who: (a) currently is, or was at the time of a possible violation of the Code, within the governance or disciplinary jurisdiction of an NGB or who is seeking to be within the governance or disciplinary jurisdiction of an NGB (e.g., through application for membership), (b) is an Athlete or Non-athlete Participant that an NGB or the USOC formally authorizes, approves or appoints to a position of authority over Athletes or to have frequent contact with Athletes or (c) an NGB identifies as being within the Office’s jurisdiction.

F. Covered Minor
A Covered Individual who is under the age of 18.

G. Criminal Disposition
Any disposition of a criminal proceeding, other than an adjudication of not guilty, including an adjudication of guilt or admission to a criminal violation; a plea to a lesser included offense; a plea of no contest; the disposition of the proceeding through a diversionary program, deferred adjudication, disposition of supervision, conditional dismissal, or similar arrangement; or the existence of a warrant for arrest or any pending charges.

H. Emotional Misconduct
Repeated and/or severe non-contact behavior involving (a) Verbal Acts, (b) Physical Acts and/or (c) Acts that Deny Attention or Support. Emotional Misconduct is determined by the objective behaviors, not whether harm is intended or results from the behavior.

1. Verbal Acts
Verbal assault that repeatedly attacks someone personally (e.g., calling a person worthless, fat or disgusting; taunting a person for being too effeminate); repeatedly and excessively yelling at a particular athlete or other participant in a manner that serves no productive training or motivational purpose.

2. Physical Acts
Physically aggressive behaviors, such as throwing sport equipment, water bottles or chairs at or in the presence of others; punching walls, windows or other objects.

3. Acts that Deny Attention or Support
Ignoring or isolating a person for extended periods of time, including routinely or arbitrarily excluding a participant from practice.
4. Exclusions

Emotional Misconduct does not include professionally accepted and age-appropriate coaching methods for skill and performance enhancement, physical conditioning, team building or appropriate discipline.

5. Criminal conduct

Emotional Misconduct includes any act or conduct (e.g., psychological abuse, emotional abuse, mental abuse, child abuse) that can be described as emotional abuse under applicable federal or state law.

I. Harassment

Repeated and/or severe conduct that (a) causes fear, humiliation or annoyance, (b) offends or degrades, (c) creates a hostile environment, or (d) reflects discriminatory bias in an attempt to establish dominance, superiority or power over an individual athlete or group based on age, gender, sexual orientation, gender expression, gender identity, race, ethnicity, culture, religion, national origin, or mental or physical disability; or (e) any act or conduct described as harassment under federal or state law. Whether conduct is harassing depends on the totality of the circumstances, including the nature, frequency, intensity, location, context and duration of the behavior.

1. Forms

Harassment, which may be a form of Emotional, Physical or Sexual Misconduct, includes but is not limited to:

a. Discriminatory Harassment

Conduct with the design or effect of establishing dominance, superiority or power over an individual or group based on age, sex, race, color, ethnicity, culture, national origin, religion, sexual orientation, gender expression, gender identity, or mental or physical disability.

b. Stalking

Conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or to suffer substantial emotional distress. Stalking generally involves a course of conduct which includes two or more acts, involving persistent and frequent unwanted in-person contact, surveillance or unwanted telephone and/or other electronic contact.

i. Examples

Stalking behaviors include without limitation: following a person; appearing at a person’s home, class, work or practice; frequent phone calls, emails, or text messages; continuing to contact a person after receiving requests to stop; leaving unwanted written messages, objects or gifts; vandalizing a person’s property; threatening, intimidating or intrusive behavior; and violating a lawful order preventing contact with a person.

c. Sexual Harassment

Conduct by a Covered Adult toward an Athlete or other non-employee, Non-athlete Participant that includes (a) sexual advances, requests for sexual favors, or other verbal or physical behaviors of a sexual nature; or (b) is sufficiently severe, persistent or pervasive and objectively offensive that it negatively affects an individual’s performance.
J. **Hazing**

Any conduct that subjects another person, whether physically, mentally, emotionally or psychologically, to anything that may endanger, abuse, humiliate, degrade or intimidate the person as a condition of joining or being socially accepted by a group, team or organization. Purported Consent by the person subject to Hazing is not a defense, regardless of the person’s perceived willingness to cooperate or participate.

1. **Examples**

Examples of Hazing include:

   a. **Contact acts**

      Tying, taping or otherwise physically restraining another person; beating, paddling or other forms of physical assault.

   b. **Non-contact acts**

      Requiring or forcing the consumption of alcohol, illegal drugs or other substances in an effort to elicit a negative physiological response, including participation in binge drinking and drinking games; personal servitude; requiring social actions (e.g., wearing inappropriate or provocative clothing) or public displays (e.g., public nudity) that are illegal or meant to draw ridicule; excessive training requirements demanded of only particular individuals on a team that serve no reasonable or productive training purpose; sleep deprivation; otherwise unnecessary schedule disruptions; withholding of water and/or food; restrictions on personal hygiene.

   c. **Sexualized acts**

      Actual or simulated Sexual Conduct of any nature.

2. **Criminal acts**

   Any act or conduct that constitutes hazing under applicable federal or state law.

K. **Intimate Relationship**

A close personal relationship that exists independently and outside of the sport relationship. Whether a relationship is intimate is based on the totality of the circumstances, including: regular contact and/or interactions outside of or unrelated to the sport relationship (electronically or in person), the parties’ emotional connectedness, the exchange of gifts, ongoing physical contact and/or Sexual Conduct, identity as a couple, the sharing of sensitive personal information, and/or knowledge about each other’s lives outside the sport relationship.

L. **Local Affiliated Organization (LAO)**

A regional, state or local club or organization that is directly affiliated with an NGB, such as a regional affiliate or a local club, or that is affiliated with an NGB by virtue of its direct affiliation with a regional affiliate or organization.

M. **Minor**

An individual under the age of eighteen.

N. **National Governing Body (NGB)**

A U.S. Olympic National Governing Body, Pan American Sport Organization, or Paralympic Sport Organization recognized by the United States Olympic Committee pursuant to the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. §§ 220501-220529. When the USOC manages and governs a Paralympic sport, the USOC falls within this definition.
O. Non-athlete Participant
Any coach, trainer, team staff, medical or paramedical personnel, administrator, official, or other athlete support personnel, employee or volunteer who participates.

P. Physical Misconduct
Any contact or non-contact conduct that causes or reasonably threatens to cause physical harm to another person.

1. Examples
Examples of physical misconduct may include, without limitation:

a. Contact violations
Punching, beating, biting, striking, choking or slapping another; intentionally hitting another with objects, such as sporting equipment; encouraging or knowingly permitting an Athlete to return to play prematurely following a serious injury (e.g., a concussion) and without the clearance of a medical professional.

b. Non-contact violations
Isolating a person in a confined space, such as locking an Athlete in a small space; forcing an Athlete to assume a painful stance or position for no athletic purpose (e.g., requiring an athlete to kneel on a harmful surface); withholding, recommending against, or denying adequate hydration, nutrition, medical attention or sleep; providing alcohol to a person under the U.S. legal drinking age; providing illegal drugs or non-prescribed medications to another.

2. Criminal conduct
Physical misconduct includes any act or conduct described as physical abuse or misconduct under federal or state law (e.g. child abuse, child neglect, assault).

3. Exclusion
Physical misconduct does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline or improved athlete performance. For example, hitting, punching and kicking are well-regulated forms of contact in combat sports but have no place in swimming.

Q. Position of Power
When one person has direct supervisory, evaluative or other authority over another.

1. Examples
A person who may be in a Position of Power includes someone such as a coach, boss, employer or medical personnel.

R. Power Imbalance
A Power Imbalance may exist:

1. Where one person is in a Position of Power such that, based on the totality of the circumstances, there is a Power Imbalance.

   a. Whether someone occupies a Position of Power such that there is a Power Imbalance depends on several factors, including: the nature and extent of the supervisory, evaluative or other authority over the person; the actual relationship between the parties; the parties’ respective roles; the nature and duration of the relationship; the age of the adult; the age of the people involved.
b. Once a coach-Athlete relationship is established, a Power Imbalance is presumed to exist throughout the coach-Athlete relationship (regardless of age) and is presumed to continue for Minor Athletes after the coach-Athlete relationship terminates and the Athlete reaches 20 years of age. A Power Imbalance may exist, but is not presumed, where an Intimate Relationship existed before the sport relationship (e.g., a relationship between two spouses or life partners that preceded the sport relationship).

2. Based on the totality of the circumstances, including whether there is an aggressor, and/or a significant disparity in age, size, strength or mental capacity.

S. Reporting Party
In proceedings under the SafeSport Practices and Procedures for the U.S. Olympic and Paralympic Movement, the person alleging a violation of the Code.

T. Responding Party
In proceedings under the SafeSport Practices and Procedures for the U.S. Olympic and Paralympic Movement, the person who is alleged to have violated the Code.

U. SafeSport Code Violation (Violation)
Conduct by a Covered Individual that violates (a) this SafeSport Code for the U.S. Olympic and Paralympic Movement; (b) any previous LAO, NGB or USOC standards concerning the type of conduct prohibited in this Code; or (c) other standards accepted at the time of conduct analogous to prohibited conduct in this Code.

V. Sexual Conduct
Contact and non-contact behaviors of a sexual nature.

1. Contact behaviors of a sexual nature
Any intentional bodily contact of a sexual nature, however slight, whether clothed or unclothed, of a person’s intimate body parts with any object or body part up to and including a completed or attempted penetration.

a. Sexual Contact
Sexual contact is (a) any intentional bodily contact, however slight, whether clothed or unclothed, of a person’s intimate body parts (primarily genital area, groin, inner thigh, buttock or breast) with any object or body part and/or (b) any other intentional bodily contact in a sexual manner.

b. Sexual Intercourse
Sexual intercourse is (a) a completed or attempted penetration of the vulva or anus by a penis, object, tongue or finger; and/or (b) contact between the mouth and the penis, vulva or anus.

2. Non-contact behaviors of a sexual nature
Non-contact behaviors of a sexual nature include (a) exposure to sexual situations (e.g., pornography, voyeurism, exhibitionism); (b) sexual comments, sexually explicit photographs; or (c) filming, taking or disseminating photographs of a sexual nature.

a. Exploitation
Non-contact behavior of a sexual nature includes Exploitation (taking sexual advantage of another to benefit or gratify one’s self or any person other than the person or persons being exploited). Exploitation includes, but is not limited to (a) voyeurism or spying on persons engaged in intimate or sexual behavior, (b) exposing genitals or inducing another person to expose his or her genitals without Consent, (c) taking
pictures or video or audio recordings of another in a sexual act or in any other private activity, without the Consent of all involved in the activity, or (d) disseminating or threatening to disseminate pictures, video recordings or audio recordings of another person in a sexual act or any other private activity.

W. Third-party Reporter
A person who reports or discloses a possible violation of the Code, if not the Reporting Party.

X. Third-party Reports
Reports or disclosures of a possible violation of the Code brought by a person other than a Reporting Party.

III. PROHIBITED CONDUCT
A. Sexual misconduct
1. Generally
   Sexual misconduct offenses include:
   a. Sexual Conduct (or attempts to commit the same), without Consent.
   b. Sexual Conduct (or attempts to commit the same), where there is a Power Imbalance, regardless of purported Consent.
   c. Sexual Harassment.
   d. An Intimate Relationship involving a person in a Position of Power where a Power Imbalance exists.
2. Sexual misconduct involving Minors
   Regardless of any purported Consent, a sexual misconduct offense involving a Minor includes:
   a. Sexual Conduct (or attempt to commit the same) between a Covered Adult and a Minor where the age difference is three or more years.
   b. Sexual Conduct (or attempt to commit the same) between a Covered Adult and a Minor where the age difference is less than three years, but a Power Imbalance exists.
   c. An Intimate Relationship (or attempt to establish the same) between a Covered Adult and a Minor where the age difference is three or more years and a Power Imbalance exists.
   d. Sexual Conduct between a Covered Minor and another Minor if: (1) the age difference is three or more years, or (2) there is a Power Imbalance based on the totality of the circumstances.

3. Child sexual abuse
   A Covered Individual shall not engage in any behavior that constitutes child sexual abuse as defined by federal or applicable state law.

4. Criminal Disposition
   It is a violation of the Code for a Covered Individual to be convicted of or subject to a Criminal Disposition.

5. Other
   A Covered Individual shall not engage in any other form of sexual misconduct, including Bullying Behaviors or Hazing of a sexual nature.
B. Other misconduct

1. Emotional or Physical Misconduct

A Covered Individual shall not engage in Emotional or Physical Misconduct. Emotional or Physical Misconduct may include Bullying Behaviors, Hazing or Harassment.

2. Proactive policies

An LAO, NGB or the USOC may adopt proactive policies that apply to Covered Individuals and set standards for professional boundaries, minimize the appearance of impropriety and have the effect of preventing boundary violations and prohibiting grooming tactics. Tailored to a specific sport, context, legal structure or constituency, such policies may address overnight travel rules (e.g., preventing unrelated Covered Adults and Minors from sharing rooms under specified circumstances), massages and rubdowns, social media and electronic communications, photography, locker rooms, one-on-one meetings and gifting. If a Covered Individual violates a proactive policy established by the Covered Individual’s LAO, NGB or the USOC, it shall also be a violation of the Code.

C. Retaliation

Retaliation is any adverse action taken by a Covered Individual against a person participating in the Office’s proceedings. Retaliation by a Covered Individual against a person for making an allegation, supporting a Reporting Party or providing information relevant to an allegation is a serious violation of the Code.³

IV. ENFORCEMENT AUTHORITY

A. Exclusive authority—sexual misconduct

The Office has the exclusive authority to investigate and resolve conduct involving (a) sexual misconduct; and (b) prohibited conduct under the Code that is reasonably related to the underlying allegation of sexual misconduct. Exclusive authority means (a) only the Office will investigate and manage any related arbitration involving sexual misconduct; and (b) neither the NGB nor the USOC will conduct its own investigation or arbitration with respect to possible sexual misconduct, except as otherwise provided. See Appendices A and B.

B. Discretionary authority

On the written request of the NGB or USOC, the Office may, in its discretion, accept authority over alleged violations of any prohibited conduct under the Code.

V. REPORTING

A. Sexual misconduct

1. Conduct by a Covered Individual that could constitute sexual misconduct should be reported to the Office as set forth in the SafeSport Practices and Procedures for the U.S. Olympic and Paralympic Movement (Appendix A).

² “Grooming” describes the process whereby a person engages in a series or pattern of behaviors with a goal of engaging in sexual misconduct. Grooming is initiated when a person seeks out a vulnerable minor. Once selected, offenders will then earn the minor’s trust, and potentially the trust of the minor’s family. After the offender has engaged the minor in sexually inappropriate behavior, the offender seeks to maintain control over him/her. Grooming occurs through direct, in-person and/or online contact.

³ Because the Office’s authority is limited to direct or indirect actions by a Covered Individual, the power to address retaliatory discrimination or harassment is likewise limited. The Office does not have any control or authority over the conduct of others outside its jurisdiction and does not have any control or authority over the employment status of Covered Individuals.
2. If an allegation involves child abuse or neglect, the matter should also be referred to the appropriate legal authorities.

B. Other misconduct

1. Emotional and Physical Misconduct
   Conduct by a Covered Individual that could constitute Emotional or Physical Misconduct under the Code, including Bullying Behaviors, Hazing and Harassment, should be reported to the relevant, promulgating organization.

2. Proactive policies
   Conduct by a Covered Individual that could violate a proactive policy should be reported to the relevant, promulgating organization. If the relevant, promulgating organization is an LAO, the LAO should also report a possible violation of a proactive policy to its NGB. The NGB, in turn, should report the matter to the Office.

C. Retaliation

1. Sexual misconduct
   Retaliation related to an allegation of sexual misconduct should be reported to the Office.

2. Other misconduct
   Retaliation related to an allegation of other misconduct—Emotional Misconduct, Physical Misconduct, Bullying Behaviors, Hazing, Harassment or proactive policies—should be reported to the relevant, promulgating organization.

D. Willful Toleration
   In addition to failing to report misconduct as discussed above, it is also considered a violation of the Code to willfully tolerate misconduct of any kind.
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SAFESPORT PRACTICES AND PROCEDURES FOR THE U.S. OLYMPIC AND PARALYMPIC MOVEMENT

Effective as of March 21, 2018

I. APPLICATION AND STANDARDS

A. Application


B. Authority

1. Exclusive authority

The Office, or its duly appointed designee, has exclusive authority over (a) actual or suspected sexual misconduct by a Covered Individual; and (b) misconduct that is reasonably related to an underlying allegation of sexual misconduct, as set forth in the Code. Exclusive authority means that (a) only the Office will investigate and manage any related hearings involving sexual misconduct and (b) neither the NGB nor USOC will conduct its own investigation or arbitration with respect to possible sexual misconduct, except as otherwise provided.

a. No statute of limitations or Time Bar of Any Sort

The Office is assessing a Covered Individual's current fitness to participate in sport. Accordingly, no criminal, civil, or rules-based statutes of limitations or time bars of any kind prevent the Center from investigating, assessing and considering relevant conduct in its process.

b. Limit—individuals and non-employment matters

i. The Office’s authority extends only to the conduct of individuals—Covered Individuals specifically. It does not regulate, investigate or audit LAO, NGB or USOC organizational practices.

ii. The Office’s exercise of any authority under its resolution proceedings are independent of any employment decisions made by an LAO, NGB or the USOC, which have sole responsibility for any employment action.

2. Discretionary authority

On the written request of an NGB or the USOC, the Office may, in its discretion, accept jurisdiction over any form of misconduct as set forth in the Code.

C. Substantive Standards

In resolving allegations of misconduct, the Office applies its currently effective procedures and the substantive standards in effect at the time of the alleged violation. If a report is made regarding conduct that occurred before the effective date of the Code, the Office will apply the relevant NGB’s substantive rules and regulations and/or other standards applicable at the time of the alleged conduct.

D. Standard of proof

The Office uses the preponderance of the evidence standard to determine whether a Covered Individual violated the Code.

II. REPORTING, CONFIDENTIALITY AND PRIVACY

A. Reporting

1. Anyone may report
Anyone who becomes aware of possible sexual misconduct under the Code by a Covered Individual may report to the Office and is encouraged to do so.

2. Mandatory reporters
   a. Covered Adults
      i. Sexual misconduct
         Covered Adults must report to the Office (conduct of which they become aware that could constitute (a) sexual misconduct, (b) misconduct that is reasonably related to the underlying allegation of sexual misconduct and (c) retaliation related to an allegation of sexual misconduct:
         - Telephone: 720-524-5640
         - Online: https://safesport.org/response-resolution/report. Online reports are accepted 24 hours a day, 7 days a week.
         - Regular mail:
           U.S. Center for SafeSport
c/o Response and Resolution Office
           1385 South Colorado Boulevard, Suite A-706
           Denver, Colorado 80222
      ii. Proactive policies
         Conduct by a Covered Individual that could violate a proactive policy should be reported to the relevant, promulgating organization. If the relevant, promulgating organization is an LAO, the LAO must report the matter to its NGB. The NGB, in turn, should report the possible violation to the Office.
   b. No assessment of credibility or validity
      The obligation to report is broader than reporting the criminal arrest of a Covered Individual; it requires reporting to the Office any conduct that comes to the Covered Adult’s attention which, if true, would violate the Code. Questions about whether conduct triggers a reporting obligation should be directed to the Office.
      Individuals should not investigate, or attempt to evaluate the credibility or validity of allegations involving sexual misconduct, as a condition of reporting to the Office.
   c. Initial disclosure to LAO, NGB or the USOC
      If the possibility of sexual misconduct under the Code is first disclosed to a Covered Adult at an LAO, NGB or the USOC, that Covered Adult must promptly report the possibility of sexual misconduct, in writing, to the Office.
   d. Identity of Third-party Reporter and Reporting Party
      The Office will not identify or use the name of a Third-party Reporter. Nor will it publicly release a Reporting Party’s identifying information.

3. Ongoing obligation
   a. The obligation to report is an ongoing one and is not satisfied simply by making an initial report. The obligation includes reporting, on a timely basis, all information about which a Covered Adult becomes aware.
   b. If a Covered Adult learns additional information, including information regarding the nature of an incident, the identity of witnesses, statements
regarding the incident (including statements by the Reporting Party, Responding Party or a Third-party Reporter), or the existence of evidentiary material (including any documents, electronic communications, emails, text messages, medical reports, photographs, audio or video recordings, or social medial activity), it must be reported promptly to the Office.

c. The ongoing obligation does not require, and persons should not attempt to conduct, an investigation into possible sexual misconduct. The Office, however, recognizes the potential need for an organization to gather sufficient facts to ensure the safety of its constituents that may be impacted by the alleged misconduct.

4. Reports concerning child abuse or neglect—separate obligation to report to legal authorities

A report of child abuse or neglect to the Office as required under this policy does not satisfy any separate obligation an individual or organization may have under federal or applicable state law to report known or suspected child abuse or neglect.

a. Covered Adults must report suspicions or allegations of child abuse or neglect to both the Office and appropriate legal authorities. If an allegation reported to the Office involves child abuse or neglect, the Office will also comply with all federal or state reporting requirements.

b. No one should investigate suspicions or allegations of child abuse or neglect or attempt to evaluate the credibility or validity of allegations, as a condition of reporting to the appropriate legal authorities. For state-by-state reporting information, visit [https://www.childwelfare.gov/topics/responding/reporting/](https://www.childwelfare.gov/topics/responding/reporting/).

5. No statute of limitations

Civil or criminal statutes of limitations do not affect or negate the obligation of a Covered Adult to report possible sexual misconduct to the Office under the Code and should be reported to the Office, regardless of when it occurred.

6. Anonymous reports

Reports may be made to the Office anonymously. Anonymity means that the identity of the individual who makes the report is not known to the Office. It does not mean that the information provided will be protected.

However, an anonymous report may limit the Office’s ability to investigate and respond to a complaint. And, if a Covered Adult reports anonymously, it may not be possible for the Office to verify that mandatory reporting obligations have been satisfied. Consequently, the Office strongly discourages Covered Adults from reporting anonymously.

B. Confidentiality and privacy

1. Confidentiality for a Reporting Party

If a Reporting Party would like the details of an incident to be kept confidential, the Reporting Party may speak with the USOC’s Athlete Ombudsman’s Office.

The USOC Athlete Ombudsman provides independent, cost-free advice to athletes regarding the opportunity to participate in protected competition, and the various policies and procedures associated with participating in sport at an elite level, including SafeSport issues. Confidentiality parameters will be discussed at the outset of any communication and may be limited by mandatory
reporting requirements, including cases of immediate threat or danger, or abuse of a Minor.

The Athlete Ombudsman can be reached by phone: 1-800-ATHLETE, 719-866-5000, or via email: athlete.ombudsman@usoc.org. For more information, visit www.athleteombudsman.org.

2. Reporting Party request for confidentiality

If the Office receives notice of possible sexual misconduct, but a Reporting Party does not wish for their name or identity to be shared, does not wish for an investigation to take place or does not want a formal resolution to be pursued, the Reporting Party may make such a request to the Office, which will evaluate the request.

a. In cases where a Reporting Party requests confidentiality and the circumstances allow the Office to honor that request, the Office will not pursue formal action.

b. In cases indicating pattern, predation, threat, use of weapons and/or violence, the Office will likely be unable to honor a request for confidentiality.

3. Privacy

Information will be shared only as necessary with investigators, witnesses and the Responding Party. It will be necessary for the Office to (a) notify the NGB of an allegation involving a Covered Individual from that NGB, (b) if the Office seeks an interim measure, (c) if the Office proceeds to a full investigation, and (d) any final decision regarding whether a violation occurred and sanctions, if any. But the Office will not disclose the identity of a Reporting Party to the NGB unless necessary to the case.

4. Parental notification

The Office reserves the right to notify parents/guardians of Reporting Parties regarding any health or safety risk.

III. RESOLUTION PROCEDURES

Proceedings may be conducted by the Office and/or its designees. The timing and scope of the proceedings will be based upon the particular circumstances of the matter at issue. While applying the Procedures consistently in similar situations is a priority, they are flexible and will not be applied the same way in every situation. The Office reserves the right to modify its processes as it deems necessary.

Absent compelling circumstances, cases involving more than one Reporting Party and/or more than one Responding Party will be treated as a single matter throughout resolution proceedings, including arbitration, if any.

A. Participation

1. Advisors

   a. Right to an advisor

      The Reporting Party and Responding Party are entitled to an advisor of their choosing to guide and accompany them throughout proceedings. The advisor may be a friend, mentor, family member, attorney or any other supporter a party chooses to advise them who is both eligible and available. People who may be called as witnesses may not serve as an advisor.

      Each party is entitled to be accompanied by their advisor in all meetings and interviews at which the party is entitled to be present, including intake, interviews and hearings. An advisor should help their advisee prepare for each meeting, and is expected to advise ethically, with integrity and in good faith.
b. Rules

Each advisor is subject to the same rules, whether or not the advisor is an attorney:

i. An advisor may not present on behalf of their advisee in a meeting, interview or hearing and should request or wait for a break in the proceeding if the advisor wishes to interact with Office officials.

ii. An advisor is expected to refrain from interference with the Office’s proceedings and may be asked to leave any meeting if an Office official considers the advisor to be disruptive or otherwise failing to respect the limits of the advisor role.

iii. No audio or video recording of any kind is permitted during meetings with Office officials other than as authorized by the Office.

2. Participation of Reporting Party and Responding Party

a. Opportunity to provide evidence

During an investigation, both the Reporting Party and the Responding Party are permitted to provide evidence, including written statements, lists of potential witnesses and other physical or documentary evidence.

b. Cooperation and adverse inferences

Full cooperation and participation in the investigation process is important to ensure that all relevant facts and evidence are presented to the Office so it can determine whether a Code Violation occurred. If a party declines to cooperate or participate in an investigation, the Office will make its decision based on the available evidence. If a Responding Party does not cooperate with the Office, an adverse inference may be drawn.

c. Witnesses

Any witness scheduled to participate in an arbitration must consent to be interviewed by the Office prior to any hearing, unless the Office otherwise agrees to the witness’s participation.

B. Preliminary inquiry

1. Initiating proceedings

a. When the Office receives notice of a matter within its exclusive authority, or accepts a matter within its discretionary authority, it will undertake a preliminary inquiry to determine if there is (a) reason to believe (b) a Covered Individual (c) violated the Code. If, after a preliminary inquiry, the Office concludes there is reason to believe a Covered Individual has violated the Code, it will initiate proceedings, which may include an informal or formal resolution.

b. The Office may initiate proceedings without a formal report, and reserves the right to initiate proceedings without a report from, or participation by, the Reporting Party.

2. Interim measures

The Office may, at any point before a matter is final, seek interim measures as set forth below in Part V.

C. Informal resolution

At any time prior to an arbitrator’s final decision, the Office has the authority to reach an informal resolution of any matter. An informal resolution is a final disposition of the matter and the final disposition will not be confidential.
D. **Formal resolution—full investigation**

If the Office determines that a formal resolution process is necessary, it will appoint trained investigators, usually within two business days of determining that a formal resolution should proceed. The number of investigators and the length of the investigation will depend on the nature and/or complexity of the matter.

1. **Steps**

   The investigator(s) may take the following steps:

   a. Seek to notify the Reporting Party that the Office is conducting an investigation into the possible Code Violation and inform the Reporting Party of the right to meet with the investigator and present evidence in support of the complaint along with the names and/or contact information of any potential witnesses with direct knowledge of the allegations.

   b. Seek to interview the Responding Party and advise the Responding Party of the nature of the allegation before making a determination. The Responding Party will be provided the opportunity to present a response to the allegations, including evidence and the names and/or contact information of potential witnesses with direct knowledge of the allegations.

   c. Seek to interview witnesses with direct knowledge of the allegations.

   d. Seek evidence and take any other action as the investigator may deem relevant to the investigation.

   e. Review the evidence provided by a Third-party Reporter, the Reporting Party, the Responding Party or any other source.

   f. Document all investigative efforts, including but not limited to interviews, receipt of relevant documentation, database searches, and review and collection of other publicly-available information (e.g., social media, public records).

2. **Closing the investigation**

   At any point prior to final resolution the Office may close the investigation if (a) the investigator could not conduct or complete the investigation, (b) it is determined the Office does not have authority or jurisdiction over the alleged Violation or (c) it is determined there is no reason to believe that there has been a Violation. The Office may, at its discretion, reopen any case closed under this section.

3. **Investigative report**

   Upon completing the investigation, the investigator will prepare a report that, based on the preponderance of the evidence, sets forth findings of fact and references disputed facts and any credibility assessments. The investigator’s report will also state whether the Responding Party violated the Code. If it is determined that the Responding Party violated the Code, the investigator will include in the report a recommended sanction.

4. **The Director of Investigation’s Decision**

   The Director of Investigations (Director) will consider the investigative report and any other relevant information. If the Director decides no further investigation is necessary, the Director will issue a Decision that (a) states whether a violation of the Code occurred, based on a preponderance of the evidence, (b) the Code Violation and (c) the sanction to be imposed (if any), consistent with the Sanctioning Guidelines. The Decision will include a summary of the relevant facts, evidence relied upon and the rationale for the Decision. Names of witnesses and parties will be replaced with alpha-numeric identifiers.
5. Notice of Director’s Decision

The Director will provide written notice and a copy of the Decision to the Responding Party and the Reporting Party. The written notice will state the Responding Party’s opportunity to request a hearing before the arbitration body to challenge all or part of the Decision. The Decision will also include notice of the Reporting Party’s right, as discussed below, to request a hearing before the arbitration body to challenge a determination that the Responding Party did not violate the Code. Notice and receipt may be accomplished either through actual notice or constructive notice. Constructive notice is sufficient for all purposes for which notification is required under these Procedures.

a. Actual notice

Actual notice and receipt may be accomplished by any means that conveys actual knowledge of the matter to the person. Actual notice and receipt shall be effective upon delivery.

b. Constructive notice

Constructive notice and receipt may be accomplished by third-party courier, email or U.S. Postal mail.

i. Notice shall be sent to the person’s most recent mailing address or email address on file (taking into account the most recent contact information on file with the Office or the LAO, NGB or USOC, as relevant). Also, if the person has provided the Office with the name and contact information of a designated advisor, notice may be sent to the advisor’s most recent mailing or email address. Notice shall be achieved if the third-party courier indicates delivery or if the U.S. Postal mail is not returned within a reasonable period of time.

ii. Constructive notice and receipt shall be effective one business day after delivery by a third-party courier or email or five business days after depositing the notice with the U.S. Postal Service.

6. Options

a. Reporting Party

If the Director decides there was no violation of the Code by the Responding Party, the matter will be closed. If, however, the Reporting Party is an Athlete or Non-athlete Participant, then the Reporting Party may initiate arbitration within five business days to request a finding that the Responding Party violated the Code.

b. Responding Party

If a violation of the Code is found, the Responding Party shall have five business days from receipt of the Director’s notice to request a hearing concerning the Director’s Decision. The Responding Party may request a hearing concerning the Director’s finding(s) that there was a violation of the Code, the sanction or both. If the Responding Party fails to request a hearing within five business days, the Director’s Decision shall go into effect unless the Director determines that the Responding Party has shown good cause for an extension of the time to request a hearing.

c. Interim measures and sanctions remain in effect pending arbitration

All interim measures and sanctions imposed by the Office will be in effect until arbitration, if any, is final. However, the Responding Party may request that the Director delay implementation of the sanctions until the arbitration is final. Whether to
delay implementation of the sanctions rests in the sole discretion of the Director and is not reviewable.

7. **Arbitration**
   
   Any arbitration will be conducted pursuant to the *Supplementary Rules for U.S. Olympic and Paralympic SafeSport Arbitrations (Rules)*. On receiving a hearing request from the Responding Party, the Office will initiate an arbitration as provided for in the *Rules*. If these *Procedures* conflict with the *Rules*, the *Rules* govern.

8. **Reopening a case**
   
   At any time after an informal resolution, Decision or arbitration is final, either the Reporting Party or Responding Party may request that the Office reopen a matter to consider new evidence, unavailable during the original hearing or investigation, that could substantially impact the original finding or sanction. A summary of the new evidence and its potential impact must be included in this request. Whether to reopen a case is within the Director’s sole discretion.

IV. **MISCONDUCT RELATED TO THE OFFICE’S PROCEEDINGS**

   When the Office is engaged in proceedings related to an actual or suspected *Code Violation*, and even after a matter is final, the following behavior by a Covered Individual may be considered misconduct, which violates these *Procedures*, and may give rise to sanction: abuse of process, failure to report, intentionally making a false report, or Retaliation.

A. **Abuse of process**

   Direct or indirect abuse of or interference with Office proceedings by: (a) falsifying, distorting or misrepresenting information; (b) destroying or concealing information prior to or during an investigation; (c) attempting to discourage an individual’s proper participation in or use of, the Office’s processes; (d) harassing or intimidating (verbally or physically) any person involved in the Office’s processes before, during and/or following proceedings (including up to and through arbitration); (e) publicly disclosing a Reporting Party’s identifying information; (f) failing to comply with an interim measure or other sanction; or (g) influencing or attempting to influence another person to commit abuse of process.

B. **Failure to report**

   A failure by a Covered Individual to report actual or suspected misconduct that could violate the *Code*.

C. **Intentionally making a false report**

   A report that is intentionally false or made maliciously without regard for truth.

V. **INTERIM MEASURES**

   At any point before a matter is final through these *Procedures* or arbitration, interim measures may be appropriate to ensure the safety or well-being of the Reporting Party, Athletes, other Non-athlete Participants or the Responding Party. Interim measures may also be appropriate where an allegation against the Responding Party is sufficiently serious that the Responding Party’s continued participation could be detrimental to sport or its reputation. Nothing in these *Procedures* prevents the Office, LAO, NGB or USOC from taking appropriate interim measures upon notice of an imminent threat of harm. In such emergency circumstances, it may be appropriate to immediately remove a Covered Individual to address such a threat.

A. **Rules**

   Any interim measures hearing will be conducted according to the *Rules*. 
B. Scope
The interim measures hearing is not to be a full hearing on the merits and is limited to determining whether there exists reasonable cause to impose one or more interim measure(s).

C. Measures
Interim measures may include, but are not limited to, altering training schedules, providing chaperones, implementing contact limitations between the parties, and suspensions.

VI. SANCTIONING GUIDELINES
Sanctions will be reasonable and proportionate to the Code Violation and surrounding circumstances with the intended effect of protecting relevant participants.

A. Possible sanctions
One or more of the following sanctions may be recommended or imposed singularly or in combination: (a) written warning; (b) educational or behavioral programs; (c) loss of privileges; (d) probation; (e) suspension or other eligibility restrictions, up to and including permanent ineligibility. The Office reserves the right to lessen or broaden any range of recommended sanctions in the case of mitigating circumstances or egregiously offensive behavior.

The Office may maintain a searchable database of Covered Individuals who have had their eligibility restricted or suspended under these Procedures on or after March 3, 2017.

B. Considerations
Factors relevant to determining appropriate sanctions include, without limitation:
1. Seriousness of the Violation;
2. The Responding Party’s prior history;
3. Ages of individuals involved;
4. Whether the Responding Party poses an ongoing threat to the safety of others;
5. Voluntary disclosure of offense and/or cooperation by the Responding Party;
6. Disposition of an investigation by state or federal law authorities;
7. Real or perceived impact of incident on the Reporting Party, NGB(s) or USOC; and
8. Other mitigating and aggravating circumstances.

C. Reciprocity
A sanction as to one NGB’s Covered Individual, resulting from the Office’s exercise of its exclusive or discretionary authority, shall also be enforced by the USOC and all other NGBs and LAOs.

VII. RELATED PROCEEDINGS
A. Effect of criminal or civil proceedings
Because the standards for finding a violation of criminal law are different from the standards for finding a violation of the Code, the resolution of a criminal proceeding is not determinative of (but may be relevant to) whether a violation of the Code has occurred, regardless of the outcome of any criminal process. Conduct may constitute sexual misconduct under the Code even if the Responding Party is not charged, prosecuted or convicted for the behavior that constitutes a potential violation of the Code, is acquitted of a criminal charge, or legal authorities decline to prosecute.

The Office’s resolution will not typically be altered or precluded on the grounds that (a) a civil case or criminal charges involving the same incident or conduct has been filed, or (b) that charges have been dismissed or reduced; or (c) a lawsuit has been settled or dismissed. However, the Office may:
1. Undertake a delay in its investigation or resolution process to avoid any conflict or interference with law enforcement proceedings; and/or

2. Comply with a law enforcement request for cooperation when criminal charges associated with the incident or conduct that invoked this process is being investigated.

B. Effect of criminal conviction

If the Responding Party is convicted of a crime or subject to a Criminal Disposition related to the underlying misconduct, the Office may either investigate or conclude that a violation of the Code occurred based on a conviction or Criminal Disposition. If a conclusion is reached that a violation of the Code occurred, the Office may issue a sanction.

VIII. USE OF MATERIALS

Materials created or produced by the Office and marked confidential as part of these Procedures and any arbitration under the Rules shall not be disclosed outside those proceedings, except as required by law.
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SUPPLEMENTARY RULES FOR U.S. OLYMPIC AND PARALYMPIC SAFESPORT ARBITRATIONS

Effective as of March 21, 2018

*All capitalized terms not otherwise defined here shall be defined as set forth in the SafeSport Code for the U.S. Olympic and Paralympic Movement.

R-1. Application

These Supplementary Rules for U.S. Olympic and Paralympic SafeSport Arbitrations (Rules) shall apply to arbitrations arising out of the SafeSport Practices and Procedures for the U.S. Olympic and Paralympic Movement (Procedures). No other Arbitration Rules shall be applicable.

R-2. Scope

Arbitration shall resolve only whether a Responding Party violated the SafeSport Code for the U.S. Olympic and Paralympic Movement (Code) and/or the appropriate sanction (if any). Challenges to, or complaints about, any organizational practices or procedures shall not be addressed and the arbitrator shall be limited to evaluating whether a Covered Individual violated the Code and, if so, the appropriate sanction.

R-3. Arbitrator qualifications

The pool of arbitrators for SafeSport cases shall consist of individuals who are U.S. citizens and meet the SafeSport Arbitrator Qualifications (Exhibit 3), as determined by the arbitration body. Any reference to arbitrator shall also refer to an arbitration panel consisting of three arbitrators, if applicable. All arbitrators in the SafeSport arbitrator pool will receive specialized training.

R-4. Parties

When the Responding Party requests a hearing under the Rules, the parties to the arbitration will be the Office and the Responding Party.

When the Reporting Party requests a hearing under the Rules, the parties to the arbitration will be Reporting Party and the Responding Party. Any reference to the Office in these Rules shall refer to the Reporting Party. A reference to the parties, the Office, the Responding Party or the Reporting Party will include any parent or guardian of a Minor, unless otherwise stated herein.

R-5. Advisor

Any party may have a single advisor, at that party’s own expense. The advisor may but need not be an attorney. The Responding Party’s advisor (and only in a Reporting Party initiated proceeding, the Reporting Party’s advisor), if any, may participate in the pre-hearing conference, confer with the advisee during the hearing, clarify procedural questions, present opening and closing arguments on behalf of the advisee, suggest questions to the advisee and the hearing panel during witness examinations, or to the extent direct examination by the parties is permitted, question witnesses on behalf of the advisee. A party intending to have an advisor shall notify the other party and the arbitration body of the name and address of the advisor a minimum of 24 hours before the date set for the hearing or other proceeding at which the advisor is first to appear. The parties are responsible for keeping the arbitration body informed of any changes in advisors. Notice given to a designated advisor shall be deemed notice to the advisee.

R-6. Confidentiality

The arbitration, including all pre-hearing matters, shall be subject to the confidentiality provisions set forth in the Procedures and other confidentiality policies adopted by the U.S. Center for SafeSport Response and Resolution Office (Office).

R-7. Initiating arbitration

After receiving a request for an arbitration hearing and the required fees from the appropriate party under R-35, the Office will send a notice to the Responding Party, the Reporting Party and the arbitration administrator informing them that an arbitration has been initiated and
requesting confirmation of an email address to which notice will be deemed received upon mailing to such address.

The notice shall set forth (i) the alleged Violation; (ii) the sanction determined by the Office; (iii) the recipient’s confidentiality obligations; and (iv) that any recipient who violates confidentiality obligations shall be subject to the jurisdiction of the Office and may be held, after proper process, to have violated the Code.

R-8. Number of arbitrators

There shall be one arbitrator.

R-9. Arbitrator appointment

a. Merits arbitrator

(1) Promptly after arbitration is initiated, the arbitration body will send simultaneously to each party an identical list of nine arbitrators, all of whom shall be attorneys or retired judges. The parties are encouraged to agree to an arbitrator from the submitted list and to advise the arbitration body of their agreement.

(2) Within 48 hours after receiving the arbitrator list, the Office and the Responding Party each may strike the names of up to three arbitrators from the list and return the list to the arbitration body. If a party does not return a strike list within the time specified, all persons named in the list shall be deemed acceptable to that party. The names stricken by a party will not be disclosed to the other party.

(3) From among the persons who have been approved on both lists the arbitration body shall invite an arbitrator to serve. If, for any reason, an arbitrator cannot be appointed from the submitted lists, the arbitration body shall have the power to make the appointment from among the other attorneys or retired judges of the pool, not to include any arbitrator previously stricken by a party.

b. Interim measures hearings

If an interim measures hearing is requested by the Office under R-40, it shall be heard by a single arbitrator, who is an attorney or retired judge, appointed by the arbitration body. The interim measures hearing arbitrator cannot manage the subsequent proceedings or serve as an arbitrator in a subsequent arbitration hearing of the matter.

R-10. Notice to arbitrator of appointment

Notice of the appointment of the arbitrator, whether appointed by the parties or by the arbitration body, shall be sent to the arbitrator by the arbitration body, together with a copy of these Rules. A signed acceptance by the arbitrator shall be filed with the arbitration body.

R-11. Jurisdiction and conflicts of interest

a. Jurisdiction

The arbitrator shall have the power to rule on the arbitration body’s jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement. Any challenges to the arbitrator’s jurisdiction must be made at the pre-hearing conference and shall be decided before the hearing, as set forth in R-15.

b. Conflicts of interest

(1) Any person appointed as an arbitrator shall disclose to the arbitration body any circumstance that could affect impartiality or independence, including any bias, any financial or personal interest in the result of the arbitration, or any past or present relationship with the parties or witnesses.

(2) The arbitration body shall communicate any information concerning a potential conflict of interest to the relevant parties and, as appropriate, to the arbitrator.

(3) A party may file an objection with the arbitration body contesting an arbitrator’s continued service due to a
conflict of interest. Upon receiving an objection, the arbitration body shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive. The parties may agree in writing that an appointed arbitrator subject to disqualification will not be disqualified.

c. Replacing a conflicted arbitrator

If the arbitration body determines that a selected arbitrator has a conflict of interest with one of the parties and the parties do not agree to waive the conflict, then the arbitration body shall select a substitute arbitrator from the remaining attorneys or retired judges named on the arbitrator pool list. If the appointment cannot be made from the list, the arbitration body shall have the power to make the appointment from among other attorneys or retired judges in the arbitrator pool without the submission of additional lists, not to include any arbitrator previously stricken by a party.

R-12. Vacancies

If an arbitrator is no longer able to hear a case for which the arbitrator has been appointed, the arbitration body shall select a substitute arbitrator from the remaining attorneys or retired judges. If the appointment cannot be made from the list, the arbitration body shall have the power to make the appointment from among the other attorneys or retired judges of the full arbitrator pool without the submission of additional lists, not to include any arbitrator previously stricken by a party.

R-13. Submissions to, and communication with, arbitrator

Except as provided under R-27.d., no party shall communicate unilaterally concerning the arbitration with an arbitrator or a candidate for an arbitrator position. Any documents submitted by any party to the arbitration body or to the arbitrator (with the exception of arbitrator strike lists under R-9) shall simultaneously be provided to the other party or parties to the arbitration.

R-14. Hearing concerning sanctions

If a Responding Party requests a hearing concerning only the Office’s sanctions, the following Rules apply:

a. Scope

The Violation and the underlying facts will be deemed established. The arbitrator will determine whether the sanctions imposed fall outside the range of sanctions set forth in the Procedures and/or are otherwise inconsistent with the cumulative conduct history of the Responding Party.

b. Standard of review

The arbitrator is authorized to modify the sanction only upon finding that the Office abused its discretion.

c. Briefing

Within 10 business days of the arbitrator’s appointment, the Responding Party shall file a brief setting forth the basis for the challenge to the sanction. Within seven business days of the Responding Party’s filing, the Office shall file a responsive brief.

d. Oral argument

The decision shall be based on the parties’ briefs and the Director’s Decision. However, the arbitrator may in the arbitrator’s discretion allow for oral argument.

e. Decision

The arbitrator will render a final and binding written decision to all parties within five business days from briefing.

R-15. Pre-hearing conference

a. The arbitrator shall schedule as soon as practicable a preliminary pre-hearing conference with the parties by telephone or video teleconference, but no sooner than four
business days and no later than 10 business days after the arbitrator is appointed.

b. At least two business days before the pre-hearing conference, the Responding Party shall provide the Office and arbitration body with a written answer to the Office’s decision against him/her (to include a written statement containing Responding Party’s summary of the factual rebuttal to the Violation and the defenses the Responding Party intends to raise at the arbitration) and the documentary evidence and witnesses that the Responding Party intends to present at the hearing. If the Responding Party fails to submit the required information, the arbitrator has the discretion to deny its admittance at the arbitration.

c. The pre-hearing conference will be directed by the arbitrator and shall be the exclusive opportunity of the parties to address issues that need to be resolved before the hearing, including, but not limited to:

(1) the timeline for the exchange of evidence and witness lists;
(2) any expected evidentiary issues;
(3) any challenges to jurisdiction;
(4) any disputes over the disclosure or exchange of evidence; and
(5) the scheduling and logistics of the hearing, to include without limitation the amount of time each side will have to present its evidence. The arbitrator will attempt to schedule the hearing to be completed within a single, eight-hour day.

The arbitrator may schedule more than one pre-hearing conference only if the arbitrator determines that an additional conference is necessary. All pre-hearing issues shall be resolved at the pre-hearing conference unless the arbitrator orders briefing. If briefing is ordered, all briefs must be submitted at least five business days before the hearing, and the issues that are the subject of the briefing shall be, whenever possible, decided before the hearing.

The arbitrator shall issue a written decision memorializing decisions made and agreements reached during or following the pre-hearing conference. All identifying information of the Reporting Party (including name), the Responding Party and witnesses shall be redacted.

R-16. Discovery
There shall be no discovery, except in exceptional circumstances as ordered by the arbitrator.

R-17. Date and time of hearing
The arbitrator shall use best efforts to ensure that the hearing is completed and the decision rendered within 15 business days of the pre-hearing conference. Although the arbitrator shall make reasonable accommodations to the parties and their advisors with regard to scheduling, the parties and their advisors have a duty to be reasonably available to ensure the ability of the arbitration process to render a reasonably prompt result. The arbitrator in the arbitrator’s sole discretion may rule that the unavailability of a party’s advisor is not grounds for postponing the hearing. Failure by the arbitrator or the Office to adhere to the timelines set forth herein shall not be grounds for overturning the arbitrator’s decision. On good cause shown by any party, the arbitration hearing process shall be expedited as may be necessary in relation to the Responding Party’s potential participation in a competition as required by the Ted Stevens Olympic and Amateur Sports Act.

R-18. Place of hearing
The hearing will be conducted telephonically or by videoconference except as authorized by the arbitrator in unique circumstances, in which case the hearing may be held in person at a location in the United States determined by the arbitrator. If a hearing is held in
person, the arbitrator may nonetheless permit witnesses to appear behind screens, by telephone or via videoconference.

**R-19. Attendance**

Unless the arbitrator and the parties agree otherwise, only the following individuals shall be present at the hearing: (1) the Office; (2) the Responding Party; (3) the Reporting Party; (4) the parties’ respective advisors; and (5) witnesses during their own testimony.

**R-20. Oaths**

Before proceeding with the hearing, each arbitrator will take an oath of office if required by law. The arbitrator will require witnesses to testify under oath if it is required by law.

**R-21. Interpreters**

All arbitration proceedings shall be conducted in English. Any party who would like an interpreter is responsible for coordinating directly with the interpreter and is responsible for the costs of the interpreter service. The interpreter must be free of conflicts of interest.

**R-22. Continuance**

The arbitrator may continue any hearing upon agreement of the parties, upon request of a party or upon the arbitrator’s own initiative. Unless agreed, postponements shall be discouraged and only granted in compelling circumstances. A party or parties causing a postponement of a hearing will be charged a postponement fee, as set forth in the arbitration fee schedule (Exhibit 1).

**R-23. Arbitration in the absence of a party or advisor**

The arbitration may proceed in the absence of any party or advisor who, after notice, fails to be present or to obtain a postponement. The arbitrator shall require the party who is present to submit evidence that the arbitrator may require for the making of a decision.

**R-24. Standard of proof**

The arbitration body shall use a preponderance of the evidence standard to determine if a Covered Individual has violated the Code.

**R-25. Rules of evidence**

a. Strict conformity to legal Rules of evidence shall not be necessary, and hearsay evidence may be considered.

b. Any party may introduce the Director’s Decision into evidence, and the arbitrator shall give it appropriate weight.

c. The arbitrator shall determine the admissibility, relevance and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative, irrelevant or unreliable.

d. The arbitrator may draw an adverse inference by failure of the Responding Party to cooperate, participate or testify during the Office’s investigation or the arbitration.

e. The arbitrator shall take into account applicable principles of legal privilege, including without limitation those involving the confidentiality of communications between an attorney and client and between a physician and patient.

f. Any statement from a Minor, be it written, recorded or live, and whether direct or hearsay, shall be admissible.

**R-26. Evidence by affidavit**

The arbitrator may receive and consider the evidence of witnesses by declaration or affidavit and shall give it such weight as the arbitrator deems appropriate after considering any objection made to its admission.

**R-27. Hearing**

Unless the parties agree that the arbitrator can determine the case without an oral hearing and on written briefings alone (which the parties may do whether the matter relates to liability and sanctions or sanctions only), the arbitrator will hold an oral hearing.

a. **Arbitrator to manage proceedings expeditiously**

The arbitrator, exercising discretion, shall conduct the proceedings expeditiously and may direct the order of proof,
bifurcate the hearing between the Violation and sanction portions of the hearing, and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

b. Opening statements

Each party shall be entitled to present a concise opening statement prior to the presentation of evidence. The Office or its advisor shall present its opening statement first, followed by the Responding Party.

c. Presenting evidence

Both the Office and the Responding Party shall be entitled to an equitable amount of time to present evidence in support of or in opposition to the alleged Violations, as determined by the arbitrator at the pre-hearing conference. Absent exceptional circumstances, the parties will be expected to complete the hearing in a single, eight-hour business day. The arbitrator will track the time used by each party during the course of proceedings and enforce the time limits to ensure equitable time to both parties. The parties will be permitted, subject to any pre-hearing orders, to present documentary evidence through the submission of exhibits and to present testimony through affidavit or in-person testimony of witnesses.

The Office will present its evidence first. The Responding Party will present its evidence second. The Office will then present any rebuttal evidence.

d. Examining witnesses

(1) The Responding Party and Reporting Party shall be subject to questioning by only the arbitrator unless the Responding Party or Reporting Party agrees to direct examination and cross-examination by the opposing party.

(2) Unless the Responding Party and/or Reporting Party elect to be questioned directly by the parties, no later than five days before the hearing, the Office and the Responding Party each may submit, ex parte, proposed questions and lines of inquiry to the arbitrator for the questioning of the Responding Party and Reporting Party. The arbitrator will review the submitted questions and lines of inquiry and will, in the arbitrator’s discretion, determine which are appropriate and relevant based on the understanding of the matter and to ensure the arbitrator’s ability to render a decision in the matter. The arbitrator also may ask such other questions which the arbitrator deems appropriate.

(3) If the arbitrator has been the sole questioner of the Responding Party or Reporting Party, then after the arbitrator’s direct questioning of the Responding Party or Reporting Party is completed, the witness will be temporarily excluded from the hearing so that the arbitrator can discuss with each of the parties separately appropriate follow-up questions or supplemental lines of inquiry for the arbitrator to consider. The arbitrator will ask follow-up questions of the witness that the arbitrator deems appropriate.

(4) The arbitrator shall also question any witness. The parties may also question all other witnesses directly, provided that the arbitrator shall have the authority to limit questioning of witnesses or lines of inquiry based on, without limitation, relevance, that the questioning is cumulative, or that the questioning has become harassing or abusive.

(5) Examining Minors

The presumption is that a Minor will not testify live at a hearing; however, with the permission of the Minor’s parents or guardians (or in extraordinary circumstances, without such permission), the Minor may testify if so desired. The arbitrator shall determine the manner in
which Minor’s evidence shall be given, including whether any or all questioning of the Minor (live or via video) will be completed outside the presence of their parent(s) or guardian(s), bearing in mind (a) the objective of achieving a fair hearing, (b) the possible damage to a Minor’s welfare from giving evidence, and (c) the possible advantages that the Minor’s evidence will bring to determining the facts.

A Minor may only be asked to testify in exceptional circumstances as determined by the arbitrator. In making this decision, the arbitrator shall consider:

- (a) the Minor’s wishes and feelings, in particular, the Minor’s willingness to give evidence (an unwilling Minor should rarely, if ever, be obligated to give evidence);
- (b) the Minor’s particular needs and abilities;
- (c) whether the case depends on the Minor’s allegations alone;
- (d) corroborative evidence;
- (e) the age of the Minor;
- (f) the maturity, vulnerability, understanding, capacity and competence of the Minor;
- (g) whether justice can be done without further questioning of the Minor;
- (h) the wishes and views of any parent, person with parental responsibility for the Minor, or any guardian, if appropriate; and
- (i) whether the Minor has given evidence to another tribunal or court related to the subject matter of the proceeding, the way in which such evidence was given, and the availability of that evidence.

e. Role of the Reporting Party

In arbitrations requested by the Responding Party, the Reporting Party is not a party, but has the right to be present during the hearing and to give testimony as a witness if called, but shall not otherwise participate in the hearing.

f. Closing statements

Each party will be entitled to present a concise closing statement after the close of evidence and before the hearing is concluded. The Office will present its closing statement first, followed by the Responding Party, and the Office will be allowed time for a reply.

g. Hearing closed to the public

The hearing shall be closed to the public.

h. No disclosure of information

All information obtained by the Office, Responding Party or the Reporting Party during the arbitration shall be subject to the stated limits set forth in the Office’s Procedures.

i. Recording

At the request of any party or the arbitrator, hearings shall be recorded by the arbitration body and retained by the Office in its confidential files, but shall not be made available to any party or third party except in accordance with the Procedures. The requesting party is responsible for arranging the recording.

R-28. Closing of hearing

After all evidence has been submitted at the hearing, the arbitrator shall specifically inquire of each party whether it has any further evidence to offer or witnesses to be heard. Unless the arbitrator determines that additional evidence or witness(es) are required to resolve the controversy, the arbitrator will declare the hearing closed. There shall be no post-hearing briefing ordered except in exceptional
circumstances. If documents or responses are to be filed as directed by the arbitrator, or if briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of briefs.

R-29. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to promptly state an objection in writing shall be deemed to have waived the right to object.

R-30. Extensions of time

For good cause shown, the arbitrator may extend any period of time established by these Rules, except the time for making the decision, keeping in mind the need to resolve these disputes expeditiously; the unavailability of an advisor—after an arbitrator’s efforts to reasonably accommodate the advisor’s schedule—shall not be considered good cause except in exceptional circumstances. The arbitrator shall notify the parties of any extension.

R-31. Notice and receipt

The parties each must provide an email address to the arbitration body and opposing parties/advisors upon initiation of an arbitration under the Rules. Notice sent to that email address shall be considered actual notice to the party effective upon delivery.

R-32. Decisions

a. Time

The reasoned decision shall be made promptly by the arbitrator after the close of evidence, and, unless otherwise agreed by the parties or specified by law, no later than seven business days from the date of close of the evidence or any briefing ordered by the arbitrator.

b. Form

In all cases, the arbitrator shall render a written, reasoned final decision, which shall be signed by the arbitrator. All identifying information of the Reporting Party (including name), and witnesses (other than the Responding Party) shall be redacted. If the arbitrator determines that there has been no Violation, then the Responding Party may request that the arbitrator redact their name and/or identifying information in the final decision.

c. Scope

The arbitrator may grant such remedy or relief the arbitrator deems just and equitable and within the scope of the Code and the Sanctioning Guidelines.

d. Delivery to parties

The final decision shall be deemed delivered to the parties if transmitted as provided in R-31.

R-33. Modifying decision

Within three business days after the transmittal of the arbitrator’s final decision, any party, upon notice to the other parties, may request the arbitrator, through the arbitration body, to correct any clerical, typographical or computational errors in the decision. The arbitrator is not empowered to re-determine the merits of any matter already decided. The other parties shall be given two business days to respond to the request. The arbitrator shall dispose of the request within two business days after transmittal by the arbitration body to the arbitrator of the request and any response thereto.

R-34. Appeal

The arbitration decision shall be considered final and binding. The parties to arbitration waive, to the fullest extent permissible by law, any right to challenge in court the arbitrator’s decision.

R-35. Filing fees and expenses

a. The arbitration body shall prescribe filing and other administrative fees and expenses to compensate it for the cost of providing services. The fees in effect when the fee or charge is incurred shall be applicable.
b. Initiating arbitration

1. Arbitration requested by Responding Party
   a) Arbitration fees and expenses
      The Responding Party shall pay a full deposit for all fees and expenses associated with the arbitration as set forth in Exhibit 1. If the Responding Party fails to provide the deposit, then the arbitration may not proceed.
   b) Hardship exemption
      In the case of Responding Parties who are Athletes, the Responding Party may, at the discretion of the Office, obtain a hardship exemption from payment of some of these fees through written certification that they have insufficient funds to cover arbitration (see Exhibit 2). If the Office grants an exemption, the Office shall pay all fees and expenses associated with the arbitration as set forth in Exhibit 1.

2. Arbitration requested by Reporting Party
   a) Arbitration fees and expenses
      The Reporting Party shall pay a full deposit for all fees and expenses associated with the arbitration as set forth in Exhibit 1. If the Reporting Party fails to provide the deposit, then the arbitration may not proceed.
   b) Hardship exemption
      In the case of Reporting Parties who are Athletes, the Reporting Party may, at the discretion of the Office, obtain a hardship exemption from payment of some of these fees through written certification that they have insufficient funds to cover arbitration (see Exhibit 2). If the Office grants an exemption, the Office shall pay all fees and expenses associated with the arbitration as set forth in Exhibit 1.

R-36. Other fees and expenses

The expenses of witnesses and translators for any party shall be paid by the party producing such witnesses or translators. Parties shall be responsible for their own advisor’s fees and costs, and all other expenses not expressly assumed by the Office. A party who successfully seeks a continuance shall pay a continuance fee as set forth in Exhibit 1.

R-37. Arbitrator’s compensation

a. Arbitrators shall be compensated at the rates set forth in the arbitration fee schedule (Exhibit 1).

b. If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator and the arbitration body, and confirmed to the parties. Any arrangement for the compensation of an arbitrator shall be made through the arbitration body and not directly between the parties and the arbitrator.

R-38. Allocating fees and expenses

The arbitrator shall, in the final reasoned decision, allocate fees and expenses as follows:

a. Arbitrations requested by the Responding Party
   1. If a Violation is not found, the Office shall reimburse the Responding Party for all arbitration fees and expenses paid to the arbitration body pursuant to R-35.
   2. If the case involves multiple Violations, and the arbitrator modifies some Violations but not all, the arbitrator has the discretion to allocate the fees and expenses paid to the arbitration body pursuant to R-35.
   3. If, in a sanctions-only hearing, the sanction is reduced, the arbitrator may reapportion responsibility for all
arbitration fees and expenses paid to the arbitration body pursuant to R-35 between the Office and the Responding Party.

b. Arbitrations requested by the Reporting Party

If a Violation is found, the Office shall reimburse the Reporting Party for all arbitration fees and expenses paid to the arbitration body pursuant to R-35.

R-39. Interpreting and applying the Rules

The arbitrator shall interpret and apply these Rules insofar as they relate to the arbitrator’s powers and duties.

R-40. Interim measures

If the Office seeks interim measures, it will offer an opportunity for a hearing. The following Rules govern interim measures hearings.

a. Notice to the Responding Party

The Responding Party will be notified as soon as possible of (a) the interim measure and (b) the opportunity for a hearing to take place no later than 72 hours after the Responding Party requests a hearing (unless otherwise agreed by the parties). The Interim Measure is effective upon issuance of the Notice subject to stay procedures set forth in the Practices and Procedures.

b. Arbitrator

If the Office imposes or seeks to impose interim measures prior to the appointment of the arbitrator as provided in R-9, then a special arbitrator will be appointed by the arbitration body solely to conduct the interim measures hearing. This special arbitrator shall not be considered for appointment pursuant to R-9. If the Office imposes or seeks to impose interim measures after the appointment of the arbitrator, then the appointed arbitrator shall conduct the interim measures hearing.

c. Filing fees and expenses

The arbitration body shall prescribe filing and other administrative fees and expenses to compensate it for the cost of providing services. The fees in effect when the fee or charge is incurred shall be applicable. The Office shall pay a deposit for 2/3’s of the fees and expenses and the requesting party shall pay 1/3 of the fees and expenses associated with an interim measures arbitration as set forth in Exhibit 1.

d. Procedures

(1) Expedited proceedings

The interim measures hearing is an expedited proceeding to quickly resolve whether sufficient evidence exists to satisfy the arbitrator that the interim relief requested is appropriate on the facts and circumstances of the case. The interim measures hearing is not intended to be the hearing necessary to finally resolve whether the Responding Party has committed a Violation or what the appropriate sanctions should be, if a Violation is found to have occurred. Except in exceptional circumstances, the interim measures hearing will last no longer than two hours.

(2) Scope

The interim measures hearing will not be a hearing on the merits and is limited to determining if there is cause to impose the interim measure(s).

e. Standard of review

To impose interim measures, the arbitrator must find based on the evidence presented, that: (i) the interim measure is appropriate based on the allegations and facts and circumstances of the case as they appear to the arbitrator; (ii) the interim measure is appropriate to maintain the safety or well-being of the Reporting Party, Athletes, or other Non-athlete Participants; or (iii) the allegations against the
Responding Party are sufficiently serious that the Responding Party’s continued participation in the sport could be detrimental to the reputation of sport. In all cases, there shall be a rebuttable presumption that the allegations, as presented, are true.

f. Decision

The arbitrator may approve, reject, or modify the interim measures imposed or proposed by the Office. The arbitrator shall issue a decision regarding the Office’s request for interim measures either orally at the conclusion of the interim measures hearing, with a written reasoned order to follow, or by a written reasoned decision issued within 24 hours of the close of the interim measures hearing. The decision shall be given no weight in the hearing of the case.

g. No appeal

Neither the Office nor the Responding Party may appeal the arbitrator’s decision. The denial of the requested relief shall not, however, prejudice the Office’s right to seek interim measures in the same case in the future.

h. Final hearing expedited if interim measures imposed

If interim measures are imposed, then the time for the hearing will be expedited to the extent feasible.
Exhibit 1

JAMS ARBITRATION FEES


$5,200.00  Single arbitrator
$1,500.00  Single arbitrator, interim measures hearing

- A deposit for the full price of JAMS fees and neutral rates is due at the time an arbitration is requested. An amount of $1,600 for single arbitrator matters is non-refundable. An amount of $1,500 for single arbitrator, interim measures hearings, is non-refundable.
- Applicable arbitrator travel costs will be charged.
- The above fees exclude usage of facilities. If a JAMS facility is used, a room rental fee not to exceed $300/day will be charged.

CANCELLATION/CONTINUANCE POLICY

<table>
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<tr>
<th>Cancellation/Continuance period</th>
<th>Fee</th>
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| 14 days or more prior to hearing | • Arbitration, single arbitrator, $3,600 is refundable  
• Interim Measures Hearing, non-refundable |

- Hearing fees are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the party requesting the hearing is responsible for the fees of all parties.
- JAMS reserves the right to cancel the hearing if fees are not paid as required by the applicable cancellation date and JAMS confirms the cancellation in writing.
Exhibit 2

HARDSHIP CERTIFICATION

I, _________________________, certify under penalty of perjury that I qualify for a Hardship Exemption under the Supplementary Rules for U.S. Olympic and Paralympic SafeSport Arbitrations because I:

____ am an Athlete, as defined in the SafeSport Policies and Procedures for the U.S. Olympic Movement, and

____ do not have sufficient funds to cover the costs of arbitration as of this date.

__________________________
Name (printed)

__________________________
Signature

NOTARIZATION

State of ________) SS: County of ________) On this, the ___day of __________, 20____, before me a notary public, the undersigned officer, personally appeared __________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that the same was executed for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.

___________________________
Notary Public
Exhibit 3
SafeSport Arbitrator Qualifications

INDEPENDENCE
Each arbitrator shall be independent. An arbitrator is “independent” if (a) the individual has or had no material affiliation or relationship, directly or indirectly, with the United States Center for SafeSport, the United States Olympic Committee (USOC), any National Governing Body (NGB), any Paralympic Sports Organization (PSO), the Athletes Advisory Council of the USOC (AAC), and/or any other affiliated organization such as an Olympic Training Center or designated partner, and (b) such person is free of any direct or indirect relationships that create an actual or perceived conflict of interest that could reasonably be expected to interfere with the exercise of independent judgment of such person. Before an arbitrator may be selected for the JAMS SafeSport Panel, the individual shall disclose any potential conflicts of interests to JAMS.

KNOWLEDGE
In addition to independence, arbitrators shall have a demonstrated working knowledge of sexual assault, domestic violence, child sexual abuse, grooming, trust dynamics, and trauma-informed questioning/forensic interviewing protocol. Experience involving emotional, physical, and sexual misconduct in sport is strongly preferred.

WORKING EXPERIENCE
Arbitrators shall have experience working in at least one of the following areas:
- In criminal law as a judge, district attorney, or defense attorney, with specific experience in sexual misconduct
- Law enforcement, with specific experience in sexual misconduct
- As a social worker
- A Title IX coordinator or investigator
- As a guardian ad litem and/or
- Other comparable working experience.