



MEMBERSHIP POLICY AND AGREEMENT



June 18, 2021

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PURPOSE

1. The purpose of this Policy is to describe the application, rights, conditions and obligations for membership within Judo Canada.

SCOPE AND APPLICATION

2. This policy applies to all prospective and current General Members as defined in the Judo Canada's Bylaws to meet or maintain the recognition criteria.

MEMBERSHIP YEAR AND DUES

3. Membership within the Judo Canada is granted on an annual basis and will terminate each year, subject to re-registration in accordance with this Policy and the Judo Canada's Bylaws. Membership dues are established annually at the discretion of the Judo Canada's Board of Directors.

MINIMUM REQUIREMENTS FOR MEMBERSHIP

4. Members must comply with the following minimum requirements to maintain and renew membership with the Judo Canada:
 - a) Execute a **Membership Agreement**
 - b) Agree to abide by the Judo Canada's Bylaws, policies, and procedures.

General Membership Requirements

- a) Recognized their president as the as the point of contact
- b) Provide all required information and documentation as requested/required by Judo Canada
- c) Maintain updated contact information for the member, including: complete list of directors, address, telephone number, email address, and website address.

Registration of Members

- d) Annually register with Judo Canada using the online database (Trackie) all athletes, coaches, and officials ("Registered Participants") providing all information requested which will at a minimum include:
 - i. Designation (Coach, Director, Administrator, etc.)
 - ii. Name
 - iii. Address
 - iv. Telephone number
 - v. Email
 - vi. Date of Birth
 - vii. Gender and gender identity, as applicable as per the Transgender Policy
 - viii. Screening information, including criminal background check for coaches and officials, as per the Screening Policy

- ix. Sentencing information, as per the Reciprocity Policy

Compliance with Policies and Bylaws

- e) Agree and adhere to all Judo Canada's governing documents, policies and procedures, including but not limited to:
 - i. Judo Canada Bylaws
 - ii. Registration Policy and Procedures
 - iii. Sanctioning Policy & Tournament standards
 - iv. Code of Conduct and Ethics; and Social Media Policies
 - v. Discipline and Complaints, Appeals and Dispute Resolution Policies
 - vi. Coach Requirements and Registration Policies
 - vii. Screening Policies
 - viii. Confidentiality, Conflict of Interest and Privacy Policies
- f) Agree to and cooperate fully with Judo Canada in matters of investigations, complaints, discipline, appeals and other issues as determined by Judo Canada.
- g) Provide proof of the following policies, as adopted by the member's Board of Directors:
 - a. Safe Sport/Abuse Policy
 - b. Code of Conduct and Ethics
 - c. Discipline and Complaints Policy
 - d. Recruitment and Screening Policies for Staff/Coaches and Volunteers

RENEWAL OF MEMBERSHIP

- 5. No Member will be accepted or renewed as a Member, unless:
 - a) The potential Member executes a Membership Agreement;
 - b) The potential Member has agreed to comply with, and meets the requirements of, the Judo Canada's Bylaws, policies, procedures, rules and regulations;
 - c) The potential Member has paid membership dues owing from any previous membership period;
 - d) If, at the time of applying for membership the potential Member is a Member in Good Standing as defined in this Policy, unless approved otherwise by the Board; and
 - e) The potential Member meets the requirements listed in the Judo Canada's Bylaws and in this Policy.

GOOD STANDING

- 6. A Member of the Judo Canada will be in good standing provided that the Member:
 - a) Has not ceased to be a Member;
 - b) Has not been suspended or expelled, or had other restrictions or sanctions imposed;
 - c) Has completed and remitted all documents, fees and payments as required by the Judo Canada;
 - d) Has complied with the Bylaws, policies, procedures, rules and regulations of the Judo Canada;
 - e) Is not subject to a disciplinary investigation or action by the Judo Canada, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Board; and
 - f) Has paid all required membership dues or debts to the Judo Canada, if any.

7. Members who cease to be in good standing may have privileges suspended and will not be entitled to vote at meetings of Members or be entitled to the benefits and privileges of membership until such time as the Board is satisfied that the Member has met the definition of good standing as set out above.

MEMBERSHIP RIGHTS AND PRIVILEGES

8. Members in good standing are entitled to:
- a) Receive communications and up to date financial reports from the Judo Canada
 - b) Attend the Judo Canada's Annual and Special Meetings
 - c) Nominate and vote for the Judo Canada's Directors in accordance with the Judo Canada's Bylaws
 - d) Call a Special Meeting in accordance with applicable legislation
 - e) Remove a Director by ordinary resolution, provided that the Director has been given proper notice and the opportunity to respond at a meeting duly called for that purpose
 - f) Amend the Bylaws in accordance with applicable legislation
 - g) Submit a proposal for consideration at a meeting of the Members in accordance with applicable legislation
 - h) Examination of the following documents during the Judo Canada's usual business hours:
 - i. The report of the public accountant, if any
 - ii. Prescribed comparative financial statements that conform to the requirements of applicable legislation
 - iii. Any further information respecting the financial position of the Judo Canada
 - i) A copy or summary of the documents described in subsection (h) twenty-one (21) days prior to the Annual Meeting
 - j) Examination of the following documents of Judo Canada:
 - i. The Bylaws
 - ii. Minutes of meetings of Members and any committee of Members
 - iii. Any debt obligation issued by the Judo Canada
 - iv. A register of Directors
 - v. A register of Officers
 - vi. A register of Members, requested in accordance with applicable legislation

WITHDRAWAL AND TERMINATION OF MEMBERSHIP

9. Membership with Judo Canada will terminate immediately upon:
- a) The expiration of the Member's Membership Agreement, unless renewed in accordance with this Policy;
 - b) Resignation by giving written notice to the Judo Canada in which case the resignation becomes effective on the date specified in the notice. Resignation as a Member does not relieve the Member of its obligation to pay any outstanding dues or fees;
 - c) Liquidation or Dissolution of Judo Canada;
 - d) The Member no longer meets the definition of Member as defined in the Judo Canada's Bylaws;
 - e) The Member ceases to be in good standing by virtue of
 - i) Failing to pay membership dues, fees or other monies owing to Judo Canada by the prescribed deadline dates, or

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- ii) Having had disciplinary sanctions imposed in accordance with the Judo Canada's Bylaws and/or policies relating to the discipline of Members
- f) By Ordinary Resolution of the Board or of the Members at a duly called meeting, provided fifteen (15) days' notice is given and the Member is provided with reasons and the opportunity to be heard. Notice will set out the reasons for termination of membership and the member receiving the notice will be entitled to submit a written submission opposing the termination; or
- g) The Member's dissolution.

INTERPRETATION

10. In the event that this Policy conflicts or contradicts the Judo Canada's Bylaws, the Bylaws shall take precedence.

AMENDMENTS

11. This Policy will be reviewed by the board of director of Judo Canada as per the Policy review policy.

MEMBERSHIP AGREEMENT

Between:

Judo Canada (“Judo Canada”)
4141 Pierre-de-Coubertin, Montreal, Qc, H1V 3N7

And

Address
(Hereinafter ‘Member’)

WHEREAS the parties wish to establish a Membership Agreement to outline the terms and conditions of the membership relationship between the parties;

NOW THEREFORE in consideration of the mutual agreements contained herein, the Parties understand and agree as follows:

Conditions

1. Signing this Agreement indicates the Parties’ acceptance of the conditions described herein, which will remain in force for the entire term of the Member’s membership within the Judo Canada.
2. Unless specified otherwise, any reference in this Agreement to decisions or actions of the Judo Canada or the Member refers specifically to such decisions or actions as are authorized by their respective Boards of Directors.

Responsibilities of the Member

3. The Member will complete the responsibilities described in **Appendix A**.

Responsibilities of the Judo Canada

4. Judo Canada will complete the responsibilities described in **Appendix B**.

Term

5. This Agreement comes into effect on the date of execution will be in effect until **DATE**, unless terminated earlier pursuant to this Agreement.

Termination

6. Either Party may terminate this Agreement if there is a breach of the terms of this Agreement. In such case, written notice must be given to specify the breach and the Party receiving the notice will have fourteen (14) days to remedy the matter.
7. The Member may withdraw from this Agreement by giving the Judo Canada 30 days’ written notice. Should the Member withdraw, the Member will be deemed to have also resigned from Membership in the Judo Canada pursuant to the Judo Canada’s By-laws. Upon withdrawal, the Member will forfeit such funds and privileges as may otherwise be due to it.

Non-Transferable

8. Membership is non-transferable to any other party or entity.

Interpretation

9. In the event that this Agreement conflicts or contradicts the Judo Canada's By-Laws, the Bylaws shall take precedence.

Notices

10. Notices and correspondence required to be sent to any Party in connection with this Agreement will be in writing and will be sent by post, fax or email. Any change in address will be notified to the other Party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for facsimile or email.

Governing Law

11. This Agreement will be governed by and construed in accordance with the laws of the Province of Québec.

General

12. No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.

13. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.

14. This Agreement constitutes the sole and entire agreement between the Parties, and supersedes any previous agreements, understandings and arrangements between the Parties. Any amendments hereto are enforceable only if in writing and signed by each of the Parties.

15. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.

16. This Agreement has been approved by the Board of each Party and executed by an authorized signatory of each Party, who is duly entitled to represent and bind the Party. The Agreement may be executed in counterparts via email or facsimile.

Judo Canada

Printed Name

President

Signature

Date

Member

MEMBERSHIP POLICY AND AGREEMENT

Printed Name

President

Signature

Date

APPENDIX A

1. The Member will:
 - a. **The member and its members, registrants and participants are accountable to Judo Canada and adheres to its Bylaws, rules, policies, and procedures**
 - b. Pay membership dues
 - c. Submit the Member's financial statements, review engagement or auditors reports, as determined by Judo Canada
 - d. Register with Judo Canada all athletes, coaches, officials or other individuals ("Registered Participants") and submit the following applicable information of such individuals:
 1. Designation (Coach, Director, Administrator, etc.)
 2. Name
 3. Address
 4. Telephone number
 5. Email
 6. Date of Birth
 7. Gender and gender identity, as applicable as per the Transgender Policy
 8. Screening information, including criminal background check for coaches and officials, as per the Screening Policy
 9. Sentencing information, as per the Reciprocity Policy
 - e. Recognized their president as the as the point of contact
 - f. Submit the Member's general contact information including address, telephone number, email and website address
 - g. Submit the identities and contact information of the Member's registrar and technical lead.
 - h. Provide to Judo Canada copies of its constitution, by-laws, and further commit to ensuring that such policy documents are not in conflict with those of Judo Canada. Where there exists a conflict as determined by Judo Canada, the Member commits to revising their documents in a timely way so as to eliminate the conflict. Where a conflict exists and until such time as it can be eliminated, the by-law of Judo Canada will take precedence
 - i. Fulfill reporting requirements as outlined in this Appendix within 60 days of the date of request. In urgent situations, Judo Canada may request that the information be provided in a shorter period of time, in which case the Member will make all reasonable attempts to fulfill the request
 - j. Commit to implementing, over the term of this Agreement, policies and practices that are consistent with the risk management policies of Judo Canada and legislation of their own province. Risk management policies are those policies that deal with areas of risk facing Members such as conduct, discipline, appeals, harassment, safe environment, screening and anti-doping.
 - k. Commit to using techniques of alternate dispute resolution (ADR) to manage disputes that may arise between or among other Member or Judo Canada
 - l. Provide to Judo Canada the necessary information for completing funding or grant applications

APPENDIX B

1. Judo Canada will:

- a) Deliver technical programs for coaches and officials, including technical clinics and National event circuits
- b) Apply for funding and grant opportunities which may benefit Member
- c) Fulfill all other By-law requirements as they pertain to relationships with Member
- d) Provide online database to manage registrants
- e) Provide access to member of an Insurance accident plan for registrants
- f) Represent national interest with the PJC, IJF, COC, Canada Games Council, Commonwealth Games, Francophonie Games, etc.
- g) Provide technical assistance for screening officials and investigations of misconduct as per the Whistleblower Policy, Screening Policy, Discipline Policy
- h) Provide technical assistance for the implementation of the Safe Sports Policy
- i) Share information about national sentences as per the Reciprocation policy
- j) Recognize excellence at an annual event as per the Award and Recognition policy
- k) Provide timely technical guidance on event planning and sanction events as per the sanctioning policy
- l) Consult with PT presidents on matters of governance and sport development through PTSO presidents advisory committee