

**Policy Name:** USOPC Athlete Safety Policy

**Date of Issuance:** 09-27-2021

**Policy Owner:** Chief Security & Athlete Safety Officer

**Applies to:** BOD, USOPC Staff, and Others (as below)

**Purpose:** To establish clear policy, communication, and requirements for USOPC *Participants* and USOPC departments.

**Policy Statement:** The USOPC is committed to the safety and wellbeing of all USOPC *Participants*, as defined in this *Policy*. As part of this commitment, the USOPC's policy, prevention, and education efforts aim to create an environment free of *Emotional, Physical* and *Sexual Misconduct* and abuse, and to ensure effective and prompt action and resolution upon the occurrence of misconduct and/or abuse.

Federal legislation and the *Center* both promulgate rules, policies, and procedures to protect and govern the wellbeing of athletes and this *Policy* reinforces and builds on those principles by providing specific application for the USOPC.

## Section 1. Definitions

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### 1.1 Terms

Capitalized and italicized terms are defined terms for purposes of this Athlete Safety Policy (the "*Policy*"). This means that they have a specific meaning whenever they are used in this *Policy*. Section 13 sets out all defined terms for purposes of this *Policy*, and their meanings.

## Section 2. Application

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### 2.1 Participants

This *Policy* applies to the following individuals defined as *Participants* by the USOPC:

- An employee or board member of the USOPC;
- Within the governance or disciplinary jurisdiction of the USOPC;
- Authorized, approved, or appointed by the USOPC to have regular contact with or authority over Minor Athletes;
- Individuals serving as a USOPC contracted program coach or personal

coaches receiving funding through the USOPC;

- All individuals participating in a *USOPC Sponsored Event*<sup>1</sup>, or individuals authorized, approved, or appointed by the USOPC to be a member of the US Delegation at a *USOPC Delegation Event* for the relevant event period<sup>2</sup>
  - The relevant event period for a *Sponsored Event* consists of the competition and any travel or lodging arranged by the USOPC.
  - The relevant event period for a *Delegation Event* begins when an individual's Pre-Validated Card (PVC) is activated, and ends when the Athlete Village closes, or the individual is released from the Delegation. If the individual does not activate their PVC, the relevant event period begins when: (i) they are identified as part of the Delegation, (ii) they are physically in the host country of the *Delegation Event*, and (iii) used their PVC to enter the country or are in the city/state of the location of the *Delegation Event* for official Delegation duties, excluding any pre-Games camps which would be under the jurisdiction of the applicable NGB.
- Athletes in the following additional categories:
  - Athletes training and/or residing at an Olympic & Paralympic Training Center ("*OPTC*");
  - Para-athletes who are on any National team, on an *NGB* selected Team during the timeframe of the respective competition and training, or on a *USOPC Delegation Event* short list during the timeframe they are on the list, in the following Para-sports managed internally by the USOPC:
    - Cycling
    - Swimming
    - Track & Field
    - Alpine Skiing
    - Nordic Skiing
    - Snowboarding
  - Athletes otherwise under the jurisdiction of the USOPC when the USOPC assumes the responsibility of an *NGB*;
- Volunteers working at an *OPTC*

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<sup>1</sup> For a *USOPC Sponsored Event* that is run by an *NGB* (e.g., an Olympic or Paralympic Trials event), the respective *NGB* is responsible for the tracking of Athlete Safety and education and training requirements, and the individual is considered a *USOPC Participant* for purposes of Response and Resolution only.

- Independent Contractors & Vendors that have:
  - Regular Contact with and/or Authority over Minor Athletes; and/or,
  - Substantive direct contact with athletes; and/or,
  - Access to Minor Athletes or athlete areas, in a non-public space
- Individuals otherwise under the jurisdiction of the USOPC when the USOPC assumes the high performance management responsibilities for a sport where there is no recognized National Governing Body (“NGB”);
- Any other individual otherwise deemed a *Participant* as further outlined in the [USOPC Participant & Training Model](#).

### **2.1.1 Exceptions**

Individuals listed on the various USOPC registries to include Mental Health, Dentistry, Nutrition, and Sports Psychology are a resource provided by the USOPC. While not considered USOPC *Participants*, registry members are background checked and required to take SafeSport training. This requirement is in place to ensure the safety of athletes utilizing their services. It also provides the registry members with knowledge regarding athlete safety in the movement to enable them to recommend resources applicable to the athletes they serve.

In other limited circumstances, the Security & Athlete Safety Office may determine an individual(s) otherwise meeting the definition of *Participant* in 2.1 will not be deemed to be a *Participant(s)*.

### **2.1.2 Dual Jurisdiction**

In addition to this *Policy*, USOPC *Participants* may also be subject to athlete safety policies, and other policies, of an *NGB*.

## **2.2 USOPC Department Responsibilities**

Each USOPC Department will undertake the following:

### **2.2.1 Identification of *Participants***

Each USOPC Department is responsible for the identification of individuals, as prescribed by the guidance in the [USOPC Participant & Training Model](#) (which can also be found on the USOPC Policies and Procedures page on SharePoint), who meet the definition of *Participant*.

### **2.2.2 Vetting of *Participants***

Each USOPC Department will work with the Security & Athlete Safety Office to vet

*Participants* it identifies under Section 2.2.1 against the *Center*'s adjudication log.

### **2.2.3 Tracking Compliance with Education and Training Requirements**

Each USOPC Department will track compliance with education and training requirements for *Participants* it identifies under Section 2.2.1.

### **2.2.4 Enforcement of *Temporary Measures* and Sanctions.**

Each USOPC Department will assist in the enforcement of *Temporary Measures* (defined in Section 13) and sanctions as communicated by the Security & Athlete Safety Office.

The USOPC also prohibits any individual who is an employee, agent or contractor, from assisting a member or former member in obtaining a new job (except the routine transmission of administrative and personnel files) if the individual knows that such member or former member violated the policies or procedures of the *Center* related to *Sexual Misconduct* or was convicted of a crime involving *Sexual Misconduct* with a *Minor*.

## **Section 3. Jurisdiction**

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### **3.1 Coverage**

For purposes of this *Policy*, the USOPC shall have jurisdiction to investigate, and resolve, allegations of *Prohibited Conduct* (as defined in Section 5) that are not within the *Center*'s exclusive jurisdiction or where the *Center* declines jurisdiction AND one of the following applies:

- The *Center* has referred the matter to the USOPC;
- The allegations involve a *Respondent* (defined in Section 13) who is a USOPC *Participant* as identified in Section 2.1 above;
- The alleged *Prohibited Conduct* took place at:
  - A *USOPC Delegation Event*;
  - A *USOPC Sponsored Event*<sup>2</sup>;
  - An *OPTC*;
  - An office of the USOPC; or
  - Any other event, including but not limited to, travel, lodging, practice, competition, and health or medical treatment, which is organized, operated, formally sanctioned, or formally authorized by the USOPC;

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<sup>2</sup> For a *USOPC Sponsored Event* that is run by an *NGB* (e.g., an Olympic or Paralympic Trials event), the USOPC reserves the right to take jurisdiction over any allegation of *Prohibited Conduct* not under the exclusive jurisdiction of the *Center*.

- The alleged *Prohibited Conduct* took place during proceedings, including investigations and hearings, addressed in this *Policy*.

### **3.1.1. Exceptions**

In limited circumstances, the USOPC may refer allegations of *Prohibited Conduct* for which the USOPC would otherwise have jurisdiction to the appropriate *NGB*.

Allegations of *Prohibited Conduct* (as defined in Section 5) against USOPC employees will be addressed through the USOPC's employment policies, and may also be addressed under this *Policy*.

Allegations of *Prohibited Conduct* against Independent Contractors or Vendors will be addressed as outlined in their respective agreement for services and may also be addressed under this *Policy*.

Depending on the nature of the allegations, and the role of a volunteer, the USOPC may not, in its sole discretion, afford a volunteer a formal resolution process.

## **3.2 Interference**

USOPC *Participants* shall not interfere or attempt to influence the outcome of any *Prohibited Conduct* investigation regardless of jurisdiction.

## **Section 4. Prevention Policies**

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### **4.1 Background Check Policy**

Certain individuals are subject to, and must comply with, the USOPC's Background Check Policy and Procedures, which can be found at [USOPC Background Check Policy and Procedures](#) (and can also be found on the USOPC Policies and Procedures page on SharePoint).

### **4.2 Training and Education**

#### **4.2.1 Adults Required to Complete Mandatory *Center* Training**

The following adults at the USOPC must remain current with the *Center's* education and training requirements, which includes complying with Sections 4.2.2 and 4.2.3, below:

- Adult *Participants* who have regular contact with *Amateur Athletes* who are *Minors* (defined in Section 13);
- An adult authorized by the USOPC to have regular contact with or authority over an *Amateur Athlete* who is a *Minor*;

- Adult staff and board members of the USOPC;
- Other adults as outlined in the USOPC Participant & Training Model, or as determined by the USOPC in its discretion, or as required by the *Center*.

#### **4.2.2 Core Center for SafeSport Training; Timing**

The individuals listed above must complete the *Center*'s Core Center for SafeSport Training (i.e., the *Center*'s online training or the *Center*'s approved in-person training):

- Within 45 days after beginning a new role that makes the adult subject to this *Policy*; or, if earlier,
- Before regular contact begins with an *Amateur Athlete* who is a *Minor*.

The Core Center for SafeSport Training is available at <https://safesporttrained.org/>

#### **4.2.3 Refresher Course**

The individuals listed above must also complete the refresher course on an annual basis starting the calendar year following completion of the Core Center for SafeSport Training. The refresher courses are available at <https://safesporttrained.org/>

#### **4.2.4 Additional USOPC Training and Requirements**

The USOPC may require the individuals listed above and other *Participants* to take additional athlete safety training.

#### **4.2.5 Minor Training**

The USOPC will, subject to parental/guardian consent, annually offer and provide training to *Participants* who are *Minors* on prevention and reporting of *Child Abuse*. The USOPC will 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.

#### **4.2.6 Exemptions**

Exemptions from these training and education requirements may be made on a case-by-case basis for victims/survivors. Requests may be made directly to the U.S. Center for SafeSport at [ngbservices@safesport.org](mailto:ngbservices@safesport.org) or to the USOPC at [athlete.safety@usopc.org](mailto:athlete.safety@usopc.org).

#### **4.2.7 Accommodations**

The USOPC will work with individuals with disabilities on a case-by-case basis to develop appropriate accommodations so they may satisfy the training and education requirements of this *Policy*.

### 4.3 **MAAPP**

The Mandatory Components of the “Required Prevention Policies” of the [Minor Athlete Abuse Prevention Policies](#) (“*MAAPP*”) (which can also be found on the USOPC Policies and Procedures page on SharePoint) are hereby incorporated into this *Policy* by reference, subject to the following modifications and guidance:

- “Covered Organization” as used in *MAAPP* means the USOPC.
- “Applicable Adults” as used in *MAAPP* means “*Participants*” as defined in this *Policy*.
- A “facility partially or fully under our jurisdiction,” as used in *MAAPP*, means a facility that is owned, rented, or leased by the USOPC, whether in whole or in part.
- Subject to review by the Security & Athlete Safety Office, USOPC departments are permitted to develop protocols or guidelines for implementation of the *MAAPP* that are more restrictive than the Mandatory Components, but not less.

**All Participants** are expected to be familiar with *MAAPP* as the requirements may impact day-to-day activities.

## Section 5. Prohibited Conduct

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The following constitutes “*Prohibited Conduct*” under this *Policy*:

### 5.1 **Violation of the Code**

The USOPC adopts and incorporates herein the definitions of *Prohibited Conduct*, as defined in the [Code](#) (which can be found at <https://uscenterforsafesport.org/>). Any defined terms in the *Prohibited Conduct* definitions of the *Code* shall have the same meaning in this *Policy*. Some definitions of *Prohibited Conduct* in the *Code* may refer to the *Center*. For purposes of this *Policy*, those references to the *Center* will mean the USOPC.

*Participants* are prohibited from engaging in conduct (or failing to report misconduct and/or abuse, if applicable) in violation of the *Code*. In addition, all *Participants* are subject to the *Code* and the jurisdiction of the *Center*.

### 5.2 **Violation of MAAPP**

*Participants* are prohibited from violating *MAAPP*, as incorporated and modified by the USOPC in Section 4.3 above.

### 5.3 Violation of the USOPC's Process

*Participants* are prohibited from engaging in the following conduct related to the USOPC's procedures:

#### 5.3.1 Failure to Report *Prohibited Conduct*

Failing to make a report as required under this *Policy*.

#### 5.3.2 Other Violations of the USOPC's Process

Any of the following conduct, as defined in the *Code*, constitutes *Prohibited Conduct*. For the sake of clarity, where the *Code* refers to the *Center* and its processes when discussing those violations, it will be interpreted to apply to the USOPC and its processes.

- *Retaliation*
- Aiding and Abetting
- Intentionally Filing a False Allegation, and
- Abuse of Process

## Section 6. Reporting

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This Section provides guidance on what to report, to whom to report, and how to report. **The reporter's vital job is simply to report the allegation to the appropriate entity(ies). DO NOT evaluate the credibility of the allegation or investigate it. Individuals should contact the Security & Athlete Safety Office with any questions or if they need assistance with reporting.**

### 6.1 Mandatory Reporter Designation

Although the USOPC strongly encourages all *Participants* to report allegations of *Prohibited Conduct*, adult *Participants* are mandatory reporters under this *Policy*. If an adult *Participant* learns of any allegation of *Prohibited Conduct*, they must report the allegation as follows:

### 6.2 Sexual Misconduct, Child Abuse, and *Retaliation*

- **Report *Sexual Misconduct, Child Abuse, and Retaliation* to the U.S. Center for SafeSport.**
  - **Online:** <https://uscenterforsafesport.org/report-a-concern/>
  - **Phone:** 720.531.0340
  - If a *Participant* becomes aware of an allegation of *Sexual Misconduct* or *Child Abuse*, or *Retaliation* the *Participant* **MUST** report this to the *Center* **IMMEDIATELY**.

–AND–

➤ **Report *Child Abuse* to Law Enforcement**

- **Important:** If an adult *Participant* learns of information and reasonably suspects that a *Minor* has suffered an incident of *Child Abuse* (to include neglect, physical, emotional, and sexual abuse), they **MUST** report this to law enforcement (or in some states child protective services) **AND** the *Center* **IMMEDIATELY**. **Filing a report with the *Center* does not satisfy the reporting requirement to law enforcement.**
- Please visit <https://www.childwelfare.gov/topics/responding/reporting/how/> for more information on reporting to law enforcement/child protective services.

**6.3 Reporting *Emotional* or *Physical Misconduct*, other *Prohibited Conduct*, or *MAAPP* Violations**

➤ **Promptly report it to the USOPC Security & Athlete Safety Office**

- **Online:** <https://www.teamusa.org/AthleteSafetyReportingForm>
- **Phone:** 719.866.3869
- **Report in-person directly to the Security & Athlete Safety Office.** If a reporter chooses this option, the Security & Athlete Safety Office will talk the reporter through the various options for reporting and will help to ensure that they satisfy their reporting obligations.
- **Nothing precludes a reporter from reporting *Emotional* or *Physical Misconduct*, other *Prohibited Conduct*, or *MAAPP* violations to the *Center*.** While the *Center* has the exclusive jurisdiction for response and resolution of allegations of *Sexual Misconduct*, it may also assume discretionary jurisdiction over other forms of abuse. If it does not assume jurisdiction, it has a process to route the allegation to the appropriate entity (*NGB* or *USOPC*) for response and resolution.

**6.4 Criminal Charges and Dispositions**

Adult *Participants* are required to report to the *Center* *Criminal Charge(s)* and *Disposition(s)* (as defined in the *Code*) against any known *Participant* involving *Sexual Misconduct* or misconduct involving *Minors*. All other *Criminal Charges and Dispositions* must be reported to the *USOPC*.

**6.5 Licensed Medical and Mental Health Providers**

For the purposes of clarification, licensed medical and mental health providers should follow also their state laws and licensure requirements when reporting allegations of abuse learned through privileged communications, where applicable.

## **6.6 Escalation of Reports**

If an individual feels that the Security & Athlete Safety Office has failed to act upon the information reported, not managed the matter appropriately, or feels there is an inherent conflict of interest in reporting the matter to said office, they may escalate these concerns to the USOPC Ethics Team. Individuals can make their report by email ([ethics@usopc.org](mailto:ethics@usopc.org)), in person (to the Chief Ethics & Compliance Officer or Director of Ethics), or via the Ethics Hotline (1-877-404-9935; note that calls to this Hotline may be made anonymously).

If an individual feels there is a conflict of interest in reporting the matter to the USOPC Ethics Team or that the Ethics Team has been unresponsive to their inquiry, they may escalate the matter to the USOPC CEO. Similarly, if an individual feels there is a conflict of interest in reporting the matter to the USOPC CEO or the CEO has been unresponsive to their inquiry, they may further escalate the matter to the Chair of the USOPC Board of Directors.

**Making a report pursuant to this section does not relieve an individual of their duty to report to law enforcement or the *Center*, if required.**

## **6.7 Self-Reporting**

Nothing in this *Policy* requires a victim/survivor of *Child Abuse* or other misconduct to self-report.

## **6.8 Anonymous Reports**

Reports may be made anonymously to the USOPC. It does **not** mean that the underlying information will be protected. However, an anonymous report may limit the USOPC's ability to investigate and respond to a report, and if an adult *Participant* reports anonymously, it may not be possible for the USOPC to verify that mandatory reporting obligations have been satisfied.

For these reasons, the USOPC strongly encourages adult *Participants* to provide their name and contact information when reporting.

## **6.9 Privacy**

When a report is filed with the USOPC, the USOPC will make reasonable efforts to protect the privacy of individuals involved, while balancing the need to gather information to assess a report and to take steps to eliminate *Prohibited Conduct*.

### **6.9.1 Information Sharing**

Information will be shared as necessary with USOPC staff and counsel, witnesses, the parties, relevant *NGBs*, and law enforcement.

### **6.9.2 Parents/Legal Guardians**

The USOPC reserves the right to notify parents/legal guardians of *Minors* involved in the process.

### **6.9.3 Third-Party Reporters**

The USOPC may, in its discretion, share information with *Third-Party Reporters* (as defined in Section 13) as necessary. However, nothing in this *Policy* gives a *Third-Party Reporter* a right to updates or other information on a matter once a report is made.

## **Section 7. Intake, Investigation, and Initial Resolution Proceedings**

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### **7.1 Initiating Proceedings and Routing Reports**

When the USOPC receives a report of allegations that fall within its jurisdiction, it will notify the relevant *NGB*, conduct an inquiry, and, if appropriate, undertake an investigation to determine whether a *Participant* engaged in *Prohibited Conduct*.

**Note:** If the USOPC receives a report that a child has suffered an incident of *Child Abuse*, it will immediately report the suspected abuse to both law enforcement and the *Center*. If the USOPC receives a report of *Sexual Misconduct*, it will immediately report the alleged misconduct to the *Center*. However, this does not relieve an individual of their duty to report to law enforcement or the *Center*, if required.

### **7.2 Effect of Criminal or Civil Proceedings**

Because the standards for finding a violation of criminal law are different from the standards for finding *Prohibited Conduct*, the resolution of a criminal proceeding without a *Criminal Disposition* does not decide (but may be relevant to) whether *Prohibited Conduct* has occurred.

Conduct may be *Prohibited Conduct* even if the *Respondent* is not charged, prosecuted or convicted for, is acquitted of a *Criminal Charge* for, or legal authorities decline to prosecute, the behavior that could constitute potential *Prohibited Conduct*.

Apart from the application of this *Policy* as it relates to *Criminal Charge(s)* and *Disposition(s)*, the USOPC's resolution will not be precluded merely because (a) a civil case or *Criminal Charges* involving the same incident or conduct have been filed, (b) *Criminal*

*Charges* have been dismissed or reduced; or (c) a civil lawsuit has been settled or dismissed.

Barring extreme circumstances, or an allegation that occurred in, or is related to, participation in sport, the USOPC will not conduct an investigation into the elements of a crime that resulted in a *Criminal Disposition* or *Criminal Charge*, but will allow the *Respondent* to provide any mitigating information they believe should be considered in any sanctioning associated with the violation.

The USOPC also reserves the right to handle *Criminal Dispositions* or *Criminal Charges*, not under the exclusive jurisdiction of the *Center*, through the USOPC's Background Check Procedures and/or applicable USOPC Code of Conduct Policy. When making this determination, the factors considered by the USOPC include but are not limited to:

- The age of the *Criminal Disposition*
- The severity of the charge(s) or *Criminal Disposition*
- Was the incident that resulted in the charge(s) or *Criminal Disposition* related to or did it occur in sport
- Is the underlying factual basis of the charge(s) or *Criminal Disposition* analogous to *Prohibited Conduct* as defined in this Athlete Safety Policy.

#### **7.2.1 Statute of Limitations or Other Time Bars**

No criminal, civil, or rules-based statutes of limitations or time bars of any kind prevent the USOPC from investigating, assessing, considering, and adjudicating any allegation regardless of when it occurred.

Where the alleged *Prohibited Conduct* occurred prior to the effective date of this *Policy*, the USOPC may apply other substantive standards in effect at the time of the conduct that are analogous to *Prohibited Conduct*, including then effective criminal laws and/or previous *Center*, USOPC, *NGB*, and/or *LAO* (defined in Section 13) standards. However, in all cases, the procedures in this *Policy* will be used to investigate and resolve matters, regardless of when the incident of *Prohibited Conduct* occurred.

### **7.3 Coordinating with Law Enforcement**

At the written request of law enforcement, the USOPC may delay its investigation temporarily.

### **7.4 Temporary Measures**

The USOPC may, at any point before a matter is final, impose *Temporary Measures* (see Section 8, below).

### **7.5 Methods of Resolution**

### **7.5.1 Administrative Closures**

The USOPC, in its discretion, may administratively close a matter as a result of insufficient evidence or other factors as determined by the USOPC. The USOPC will notify the relevant parties of an administrative closure. The USOPC may, upon receipt of new information or evidence, or a change in circumstances, reopen a matter for further investigation.

### **7.5.2 Administrative Hold**

If the *Respondent* was not a *Participant* at the time of the conduct and is not a current *Participant* or seeking to be a *Participant*, the USOPC may place an Administrative Hold on the individual, so that the conduct can be addressed should they seek *Participant* status in the future.

### **7.5.3 Informal Resolution**

A *Respondent* may, at any time before a matter is final, elect to resolve allegations of *Prohibited Conduct* by accepting responsibility for the *Prohibited Conduct* and accepting any sanction agreed upon by the *Respondent* and the Security & Athlete Safety Office. An informal resolution is not a settlement but does constitute a final and binding disposition of the matter. The outcome and/or sanctions of an informal resolution may be published by the USOPC.

### **7.5.4 Formal Resolution**

A formal resolution occurs after the USOPC has completed an investigation and either closes the matter or, if a violation is found, issues its *Decision* (defined in Section 7.9 below).

## **7.6 Participation**

### **7.6.1 Parties**

The *Claimant* and *Respondent* will have the opportunity to submit information and relevant evidence, to identify witnesses who may have relevant information, and to submit questions they believe should be directed by the investigator to each other or witness(es).

A *Claimant* and *Respondent* are not required to participate in the investigation or any form of resolution under these procedures, but they do each have a right to participate if they choose. However, full cooperation and participation in the investigation and resolution process is important to ensure that all relevant information and evidence are presented so the USOPC can determine whether *Prohibited Conduct* has occurred. If a *Claimant* or *Respondent* chooses not to cooperate or participate in an investigation, the USOPC will make its decision based

on the available evidence.

### **7.6.2 Advisors**

Throughout the resolution process, *Claimant(s)* and *Respondent(s)* each have the right to choose and consult with an advisor (“Advisor”). The *Advisor* may be any person, including an attorney, who does not have an actual or perceived vested interest in the matter, is not a party or witness involved in the investigation or hearing, and who is not a USOPC employee, Board member, or committee member. The *Claimant* and *Respondent* may be accompanied by their respective *Advisors* at any meeting or proceeding related to the investigation, hearing and resolution of a report under these procedures. *Advisor* may provide support and advice to the parties at any meeting and/or proceeding, but they may not speak on behalf of the *Claimant* or *Respondent*, or otherwise participate in such meetings and/or proceedings except as provided in this *Policy*. A *Claimant* or *Respondent* may share information that is designated confidential under this *Policy* with their *Advisor*. *Advisors* are subject to the same confidentiality requirements as *Claimants* and *Respondents*.

### **7.6.3 Witnesses**

Witnesses who are adult *Participants* are expected to participate and cooperate in the USOPC’s investigation and any related proceedings.

## **7.7 Recordings**

No audio or video recording of any kind is permitted during interviews or meetings, except as authorized and conducted by the USOPC. Recordings of interviews or meetings will not be distributed, except in accordance with Section 7.13.

## **7.8 Investigation Report**

A final investigation report (“Investigation Report”) will be prepared that sets forth the investigator’s findings of fact and may make a recommendation as to whether *Prohibited Conduct* occurred. The *Investigation Report* will be shared with the *Claimants(s)* and *Respondents(s)* and any relevant *NGBs* upon issuance of the *Decision*, subject to redactions as necessary to protect confidentiality and privacy. The *Investigation Report* and any attachments are considered confidential.

## **7.9 Decision**

The *Chief Security & Athlete Safety Officer* (defined in Section 13) will determine whether there is sufficient information, by a preponderance of the evidence, to support a finding that *Respondent* engaged in *Prohibited Conduct*, as well as the appropriate sanction(s). If there is a finding that the *Respondent* engaged in *Prohibited Conduct*, the decision (“Decision”) will note the violation and any sanction(s). The *Claimant* and *Respondent*, the *Center* if applicable, and any relevant *NGBs* will be notified of the *Decision*. The notice of *Decision* (“Notice of

*Decision*”) will list any findings of *Prohibited Conduct*, as supported by the rationale discussed in the *Decision* and *Investigation Report*; the sanction(s) imposed against the *Respondent* (if applicable); and the rationale for any sanction(s) imposed. The *Notice of Decision* is considered confidential, however, the outcome reflected in the *Decision*—including whether a *Prohibited Conduct* occurred, the nature of *Prohibited Conduct*, and any sanctions imposed—is not.

#### **7.10 Requesting a Hearing**

A *Respondent* has **ten (10) days** from the date the *Notice of Decision* was emailed to request a hearing before a USOPC Hearing Panel (“*Hearing Panel*”). A request for a hearing should be emailed to the USOPC’s Dispute Resolution Unit at [dru@usopc.org](mailto:dru@usopc.org).

#### **7.11 Requesting a Stay of Final Sanctions**

After requesting a hearing on a *Decision*, at any time prior to that hearing, a *Respondent* may request that the Security & Athlete Safety Office stay or modify a sanction pending the outcome of the hearing, by emailing [athlete.safety@usopc.org](mailto:athlete.safety@usopc.org). The Security & Athlete Safety Office may, in its sole discretion, delay or modify temporarily the implementation of the sanction(s). For example, the USOPC may allow the *Respondent* to participate in *Protected Competition* (defined in Section 13) under the oversight of a chaperone.

#### **7.12 Reopening a Matter**

At any time, the Security & Athlete Safety Office—on its own or at the request of a *Claimant* or *Respondent*—may reopen a matter based upon new evidence that was previously unavailable or a change in circumstances that could substantially impact the original finding or sanction.

Whether to reopen a case is within the USOPC’s sole discretion and is not reviewable.

#### **7.13 Confidentiality – Release/Use of Materials**

The following documents and/or evidence related to the response and resolution process must remain confidential, and may not be disclosed outside of the proceedings, except as may be required by law or law enforcement or authorized by the USOPC:

- the *Notice of Decision*;
- the *Investigation Report*
- any documents and/or evidence attached to the *Investigation Report*, including interview statements of a *Claimant*, *Respondent*, or other witnesses;
- any other documents and/or evidence collected by, submitted to, or prepared by the investigator or the Security & Athlete Safety Office;
- any audio recordings or transcripts of those recordings created as part of the investigative process;
- all documents and/or evidence submitted to or prepared by the *Hearing Panel*, including any hearing transcripts;

- any other documents that may be necessary to the *Respondent* for use in the hearing.

Only the *Investigation Report* and *Notice of Decision* will be automatically distributed to certain parties as provided in Sections 7.8 and 7.9 above. If a *Respondent* requests a hearing, (1) the USOPC will consider requests from the *Respondent* for additional items such as interview recordings or transcripts from the investigation, and may, but is not required to, disclose those items; and (2) the USOPC will disclose to *Respondent* any additional documents that the USOPC concludes are relevant to the matter. The USOPC investigator may also provide additional materials to the *Respondent* or other witnesses if agreed upon by the USOPC investigator and the *Respondent* or other witness.

While the physical documentation must remain confidential, the USOPC, the *Center*, and the relevant *NGBs* and their affiliates may disclose the outcome of the matter, including the *Summary of Decision* (defined in Section 11.4), to those parties or organizations with a need to know so that the outcome can be properly implemented and understood.

Additionally, subject to the abuse of process prohibition (including the prohibition on identifying a *Claimant*), the USOPC does not impose any restrictions on a *Claimant's* or *Respondent's* ability to discuss the incident, their participation in the USOPC's process, or the outcome of that process. If a *Claimant* or *Respondent* intentionally misrepresents the process, the underlying facts, or the outcome of a matter, the USOPC reserves the right to publicly correct the record.

**Violation of this provision, including by an *Advisor* for an involved party, may constitute an Abuse of Process, as discussed in Section 5.3.3.**

**Note:** This Section 7.13 is not intended to require an individual or the USOPC to keep confidential any public information or documents, or any information or documents that they rightfully have in their possession independent of this process.

## Section 8. Temporary Measures

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The USOPC may implement temporary measures (“*Temporary Measures*”), which are designed for protective purposes pending a *Decision*, at any time. Generally, *Temporary Measures* are implemented based on the severity of the allegations, the evidentiary support for the allegations, and/or the perceived risk to athletes or the Olympic and Paralympic Movement.

A *Temporary Measure* is effective immediately upon notice, unless stated otherwise. *Temporary Measure(s)* will remain in effect until the USOPC expressly removes the *Temporary Measure(s)*.

### 8.1 Remedies

*Temporary Measures* may include, but are not limited to:

- altering training schedules,
- providing or requiring chaperones,
- implementing contact limitations,
- implementing measures prohibiting one-on-one interactions,
- suspensions from *OPTC* privileges,
- alternative housing arrangements,
- alternative transportation arrangements,
- suspensions from participation in some or all aspects of activity in the Olympic and Paralympic Movement

*Temporary Measures* will be enforced by the USOPC and the relevant *NGBs* and *LAOs*, as appropriate. The USOPC may share information regarding *Temporary Measures* with additional organizations, such as International Federations (“*IFs*”), as it deems appropriate.

## **8.2 By an *NGB* or *LAO***

Nothing in this *Policy* prevents an *NGB* or *LAO* from enacting appropriate *Temporary Measures* before the USOPC exercises jurisdiction, such as a temporary suspension, which will stay in place unless and until modified by the USOPC.

## **8.3 Requesting a Hearing on *Temporary Measures***

The *Respondent* may also request a hearing on the *Temporary Measures* pursuant to Section 10.1, below.

## **8.4 Requesting a Stay of *Temporary Measures***

At any time prior to a hearing, a *Respondent* may request that the USOPC stay or modify a *Temporary Measure*. The USOPC may, in its sole discretion, delay, or modify implementation of the *Temporary Measures*, such as, by way of example, to allow the *Respondent* to participate in *Protected Competition* under the oversight of a chaperone.

## **Section 9. Sanctions**

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Where there is sufficient evidence through the investigation and resolution procedure to support a finding that a *Participant* engaged in *Prohibited Conduct*, the *Chief Security & Athlete Safety Officer* will determine the appropriate sanction(s).

Sanctions include, but are not limited to, the following (either by itself or in combination):

- Written warning
- Education and/or training

- Probation
- Suspension
- Other eligibility restrictions
- Permanent ineligibility
- Other discretionary sanctions

## Section 10. Hearings

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### 10.1 Right to Request a *Temporary Measures* Hearing

In all instances where a *Temporary Measure* (such as a suspension) materially affects the right to participate in *Protected Competition*, the *Respondent* may challenge the measure by requesting a hearing before a *Hearing Panel*. A *Respondent* has **ten (10) days** from the date the *Temporary Measures* notice was emailed to request a *Temporary Measures* hearing before a *Hearing Panel*. A request for a hearing should be emailed to [dru@usopc.org](mailto:dru@usopc.org).

#### 10.1.1 Time

The ten (10) day deadline above may be waived for good cause shown.

### 10.2 Final Hearing

In all instances where a *Decision* is issued that a *Respondent* violated this *Policy*, the *Respondent* may challenge the *Decision* by requesting a hearing before a *Hearing Panel* pursuant to Section 7.10.

### 10.3 No Limitation on Right to Challenge Denial or Threatened Denial of an Opportunity to Participate

Nothing in this *Policy* is intended to expand or limit a *Respondent's* right to a hearing, if any, under the USOPC Bylaws or the Ted Stevens Olympic and Amateur Sports Act.

### 10.4 Hearing Procedures

The Hearing Procedures that apply to these hearings are attached in Appendix A.

## Section 11. Enforcement

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### 11.1 *Temporary Measures*

All *Temporary Measures* imposed by the USOPC will be in effect immediately upon issuance. A *Respondent* may request a stay or modification of a *Temporary Measure* if the *Respondent* has timely requested a hearing, in accordance with the procedures in Section 10.1, above.

### 11.2 Sanctions

Final sanctions imposed in the *Decision* will take effect if the *Respondent* does not request a hearing as outlined in Section 10 above, or immediately after issuance from a *Hearing Panel*.

Nothing prevents the USOPC from enacting safety measures during the time period between the issuance of a *Decision* and the finalization of the sanction via hearing or failure to request a hearing.

### **11.3 Reciprocal Enforcement**

If a *Participant* is sanctioned or subject to *Temporary Measures* under this *Policy*, that sanction(s) or *Temporary Measure(s)* must be reciprocally enforced by and between all *NGBs* and *LAOs* within the Olympic and Paralympic Movement.

### **11.4 Summary of Decision**

The USOPC may provide a “*Summary of Decision*,” which *NGBs* and *LAOs* may provide to parties to assist with enforcement of sanctions. The USOPC may share the *Summary of Decision* with additional organizations, such as *IFs*, as it deems appropriate.

## **Section 12. Loss of USOPC Services and Benefits**

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This Section is intended to provide clarity on *Participant* eligibility guidelines for USOPC services and benefits in the event of a sanctioning determination by the *Center*, *NGB*, or the USOPC.

### **12.1 Allegations**

Revocation of USOPC services and benefits will not occur based solely on a report or an allegation made against a *Participant* for *Prohibited Conduct*.

### **12.2 Temporary Measures**

For any *Temporary Measure* other than a temporary suspension imposed on a *Participant*, the USOPC may suspend applicable services and benefits as outlined in the [Athlete Safety Eligibility Matrix](#) (which can also be found on the USOPC Policies and Procedures page on SharePoint), and up until the case is resolved or the *Temporary Measure* is lifted or altered. In instances where a temporary suspension is imposed on a *Participant*, the USOPC will suspend applicable services and benefits as outlined in the [Athlete Safety Eligibility Matrix](#), and until the case is resolved or the temporary suspension is otherwise lifted or altered. In the event of alteration of a temporary measure or temporary suspension, the USOPC may reevaluate the case to determine whether suspension of applicable services and benefits should be lifted, reduced, or expanded.

### **12.3 Final Sanction - Suspension or Permanent Ineligibility**

If a *Participant* is suspended or deemed permanently ineligible, then the *Participant* will be deemed ineligible to receive the applicable services and benefits, as outlined in [Athlete Safety Eligibility Matrix](#), for the duration of the sanction.

### **12.3.1 Sanctions that Do Not Result in Suspension or Other Eligibility Restriction**

If the *Participant* receives a final sanction other than suspension or ineligibility, the eligibility for services and benefits will be determined on a case-by-case basis and based on the conditions of those sanctioning determinations.

### **12.3.2 Reinstatement**

When a *Participant's* suspension is lifted or period of ineligibility has elapsed, all or a portion of the applicable service(s) or benefit(s) under [Athlete Safety Eligibility Matrix](#) may be reinstated if the *Participant* otherwise meets the necessary criteria to receive those services and benefits. For services and benefits with eligibility based on performance criteria, the applicable criteria will still apply to determine eligibility after a case is resolved.

## **Section 13. Definitions**

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“AAA” means the American Arbitration Association.

“Advisor” has the meaning set forth in Section 7.6.2.

“Amateur Athlete” means an athlete who meets the eligibility standards established by the National Governing Body or Paralympic sports organization for the sport in which the athlete competes.

“Center” means the U.S. Center for SafeSport.

“Chief Security & Athlete Safety Officer” means the highest-ranking individual in the USOPC Security & Athlete Safety Office or his/her designee.

“Child Abuse” as the term is used in this *Policy*, has the meaning set forth in Section 203 of the Victims of Child Abuse Act of 1990 (34 U.S.C. § 20341) or any applicable state law.

“Claimant” means a person who is alleged to have experienced conduct that constitutes *Prohibited Conduct*.

“Code” means the SafeSport Code for the U.S. Olympic and Paralympic Movement.

“Criminal Charge or Disposition” has the meaning given to it in the *Code*.

“Days” unless expressly provided otherwise, the term “days” shall mean calendar days, which includes weekends and national holidays.

“Decision” has the meaning set forth in Section 7.9.

“Emotional Misconduct,” as the term is used in this *Policy*, has the meaning given it in the *Code*.

“Hearing Panel” has the meaning set forth in Section 7.10.

“IF” or “International Federation” means the international governing body for a sport.

“Investigation Report” has the meaning given to it in Section 7.8.

“LAO” means a regional, state or local club or organization that is directly affiliated with an *NGB* or that is affiliated with an *NGB* by its direct affiliation with a regional or state affiliate of said *NGB*. *LAO* does not include a regional, state, or local club or organization that is only a member of a National Member Organization of an *NGB*.

“MAAPP” means Minor Athlete Abuse Prevention Policies adopted by the USOPC, which can be found at this [link](#) and on the USOPC Policies and Procedures page on SharePoint.

“Minor” means an individual under the age of 18.

“Minor Athlete” means an amateur athlete under 18 years of age who participates in, or participated within the previous 12 months in, an event, program, activity, or competition that is part of, or partially or fully under the jurisdiction of the USOPC, an *NGB*, or *LAO*.

“NGB” means a U.S. Olympic National Governing Body, Pan American Sport Organization, or Paralympic Sport Organization recognized by the USOPC pursuant to the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. §§ 220501, et seq.

“Notice of Decision” has the meaning set forth in Section 7.9.

“OPTC” means an Olympic & Paralympic Training Center.

“Participant” has the meaning set forth in Section 2.1.

“Policy” as used herein means the USOPC Athlete Safety Policy.

“Physical Misconduct,” as the term is used in this *Policy*, has the meaning given it in the *Code*.

“Prohibited Conduct” has the meaning given to it in Section 5.

“Protected Competition” has the meaning given to it in Section 1.3(w) of the USOPC Bylaws.

“Respondent” means a *Participant* who is alleged to have violated this *Policy*.

“Retaliation” as the term is used in this *Policy*, has the meaning given it in the *Code*.

“Sexual Misconduct” as the term is used in this *Policy*, has the meaning given it in the *Code*.

“Summary of Decision” has the meaning set forth in Section 11.4.

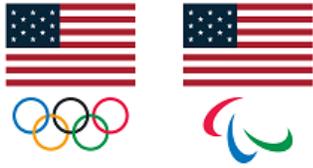
“Temporary Measures” has the meaning given to it in Section 8 of this *Policy*.

“Third-Party Reporter” means an individual other than a *Claimant* or *Respondent* who makes a report under this *Policy*.

“USOPC” means the U.S. Olympic & Paralympic Committee.

“USOPC Delegation Event” means events to which the USOPC officially sends an individual or group of individuals on behalf of the USOPC and/or the United States.

“USOPC Sponsored Event” means Olympic and Paralympic Trials, and any other event or competition organized, operated, sanctioned, or formally authorized by the USOPC.



## USOPC Athlete Safety Policy

### Appendix A

### Hearing Procedures

#### **Temporary Measures Hearing Procedures** *For USOPC Athlete Safety Complaints*

The *Temporary Measures* Hearing Procedures provide additional details and expand upon the basic procedural requirements for a *Temporary Measures* hearing in accordance with the USOPC Athlete Safety Policy (“*Policy*”). The *Policy* shall govern and be binding in all respects and shall take precedent in the event of any conflict between these procedures and the *Policy*. These procedures are to be followed when the USOPC Security & Athlete Safety Office imposes a temporary measure on a *Respondent*<sup>3</sup> that materially affects the right to participate in a *Protected Competition* for an alleged a violation of the USOPC Athlete Safety Policy and a request for a hearing is made.

1. **Jurisdiction**. The hearing procedures for a *Temporary Measures* hearing shall apply in instances of alleged violations of *Prohibited Conduct* where the USOPC Security & Athlete Safety Office has accepted jurisdiction over a matter. A *Temporary Measures* hearing is only available in instances where the temporary measure materially affects the right of the *Respondent* to participate in a *Protected Competition* (e.g., suspension). The *Respondent* will have 10 days from the date the temporary measure was imposed to request a hearing<sup>4</sup>. The Request for Hearing should be submitted by e-mail to [DRU@usopc.org](mailto:DRU@usopc.org).

Any other restrictive temporary measure(s) will be final and binding and shall not be reviewable through this process, nor subject to any right of review or appeal.

2. **Modifiable**. The USOPC Security & Athlete Safety Office may modify or stay a temporary measure at any time prior to a *Hearing Panel* decision without the action of the *Hearing Panel*. If the temporary measure is modified or stayed in a manner that would no longer materially affect the right of the *Respondent* to participate, the hearing proceeding will be closed.
3. **Hearing Panel**. The Dispute Resolution Unit (“DRU”) will appoint a three-person disinterested and impartial *Hearing Panel*, consisting of at least one athlete representative that will hear and render a *Decision* on the matter. If an individual is appointed to the *Hearing Panel* for a *Temporary Measures* hearing then they shall be ineligible for appointment to the *Hearing Panel* for a Final Hearing in the same matter, if applicable
4. **Scope**. The *Temporary Measures* hearing is an expedited proceeding and is intended to quickly resolve whether sufficient evidence exists to satisfy the *Hearing Panel* that the temporary measure(s) requested is appropriate based on the known facts and circumstances of the case at the time of the hearing. The *Temporary Measures* hearing will not determine whether the *Respondent* has committed a violation or what the appropriate sanctions should be, if a violation is found to have occurred. It is not a final hearing on the merits.

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<sup>3</sup> All italicized words shall have the meaning as set forth in the USOPC Athlete Safety Policy.

<sup>4</sup> Pursuant to the USOPC Athlete Safety Policy.

5. Timing. The *Respondent* will be directed to provide notice of the date of any upcoming competition in which they seek to participate in. A *Temporary Measures* hearing will be held, and a *Decision* rendered prior to any competition indicated, so long as there is at least forty-eight hours advance notice of the competition. The *Hearing Panel* will use its best efforts to hold a hearing within forty-eight hours for urgent matters (such as an upcoming competition) and within five business days for all other issues. For urgent matters, the *Temporary Measures Hearing Panel* may adjust any procedural requirements, so long as they are conducted in a manner fair to the parties. Notwithstanding, all *Temporary Measures* hearings should be held within two weeks after the request for a hearing is made, absent exceptional circumstances or the request for an extension.
6. Parties. The only parties allowed to participate in the *Temporary Measures* hearing are representatives for the USOPC Security & Athlete Safety Office and the *Respondent*. The *Claimant* will not be considered a party nor allowed to observe these proceedings.
7. Advisor. The parties have the right to be represented by an *Advisor* at all times at their own expense, who may be any person, including an attorney. The name and contact information of the *Advisor* must be provided in advance of the hearing.
8. Agreement to Arbitrate. The *Temporary Measures* hearing process can be bypassed if both parties agree in writing, and the matter can proceed directly to arbitration at the American Arbitration Association (“AAA”) before a single arbitrator for a final and binding decision. Under this agreement, the USOPC will cover the AAA administration fees and arbitrator expenses associated with the *Temporary Measures* hearing only. Additionally, the scope of the *Temporary Measures* hearing will follow the same process as outlined in these procedures.
9. Initiation of Proceeding. In order to initiate the proceeding USOPC Security & Athlete Safety Office will submit an e-mail to [DRU@usopc.org](mailto:DRU@usopc.org) with the Notice of Allegations and Temporary Measure(s), which includes the allegation(s) and the temporary measure(s) imposed.
10. Position Statements. Either party may submit a Position Statement of no more than five pages setting forth the basis of their position. The Position Statement for the USOPC Security & Athlete Safety Office should at minimum include (i) the position of the USOPC Security & Athlete Safety Office to implement the temporary measure, and (ii) any other relevant evidence. The Position Statement for the *Respondent* should at minimum include (i) the specific remedy requested (e.g., request to reject, modify or stay a temporary measure), (ii) their position on the matter, and (iii) any other relevant evidence. However, evidence must only pertain to the reasonableness of the temporary measure and not relate to the merits of any underlying alleged violation. The *Hearing Panel* will make a determination on admissibility of evidence. The deadline for Position Statements will be determined by the *Hearing Panel*.
11. Notice of Temporary Measures Hearing. Upon receipt of the Notice of Allegations and Temporary Measure(s) from the USOPC Security & Athlete Safety Office, the *Hearing Panel* will provide the parties with a Notice of *Temporary Measures* Hearing. This notice will include general details of the proceeding, list any deadlines, and set forth the date of the hearing.
12. Hearing Date. The date and time of the hearing will not be changed from the initial Notice of *Temporary Measures* Hearing except upon the showing of good cause from a party as determined by the *Hearing Panel*, and so long as it does not delay the proceeding to extend beyond the anticipated competition date.

13. Pre-Hearing Conference. The *Hearing Panel* can request a pre-hearing conference in its discretion, but the pre-hearing conference would be limited to discuss scheduling of the hearing.
14. Length of Hearing. The length of the *Temporary Measures* hearing will be limited to no more than two hours, inclusive of the time allocated to the *Hearing Panel* for questions. The *Hearing Panel* may provide further details about the length of hearing in the Notice of *Temporary Measures* Hearing. Each party will receive an equal amount of time to present their position.
15. Format of Hearing. The hearing will be held through tele/video conference and will be limited to oral argument on the parties' respective positions and not on the merits of any alleged violation. The parties' *Advisors* will be allowed to present the oral argument. The USOPC Security & Athlete Safety Office will present argument first, followed by the *Respondent*. The USOPC Security & Athlete Safety Office may reserve any remaining time for rebuttal. The *Hearing Panel* will reserve time to ask questions. No witnesses are allowed.
16. Participation in Hearing. The parties are expected to fully cooperate and participate in the *Temporary Measures* process. If a party does not participate in the proceedings after being given notice, the hearing will continue as scheduled and a *Decision* will be based on the evidence available.
17. Closed and Confidential hearing. The *Temporary Measures* hearing is a closed hearing and will be subject to the confidentiality provisions as outlined in the USOPC Athlete Safety Policy.
18. Communication. There shall be no *ex parte* communication with the *Hearing Panel*. All communication should be directed to Lucy Denley, Manager of Dispute Resolution at: [lucy.denley@usopc.org](mailto:lucy.denley@usopc.org). Each party must simultaneously provide the opposing party all filings and submissions.
19. Standard of Review. The *Hearing Panel* will make a determination based on whether there is *reasonable cause* to impose the temporary measure(s). Generally, this assessment is based on the severity of the allegations, the evidentiary support for the allegations, and/or the perceived risk to athletes or the sport community. The *Hearing Panel* will determine if the temporary measure(s) imposed by the USOPC Security & Athlete Safety Office is appropriately tailored to maintain the emotional or physical safety and well-being of the *Claimant* or other *Participants* within the Olympic and Paralympic Movement; to protect the best interest of sport and those who participate in it; or, such other valid purpose as set forth by the USOPC Security & Athlete Safety Office.
20. Decision. The *Hearing Panel* may approve, reject, modify, or stay the temporary measure(s) imposed by the USOPC Security & Athlete Safety Office. A *Decision* will be based on a majority vote of the *Hearing Panel* members. The *Hearing Panel* will render a *Decision* within twenty-four hours with a reasoned and binding written *Decision* to follow within ten days of the *Temporary Measures* hearing. The *Hearing Panel* may issue an interim *Decision* on an expedited basis, if necessary. The *Decision* is inadmissible and will be given no weight in a Final Hearing, if any.
21. Notification and Enforcement. The USOPC Security & Athlete Safety Office may provide a summary of the *Decision* to relevant stakeholders, as it deems appropriate, for the purposes of enforcement. All *NGBs*, *PSOs*, *LAOs* and the USOPC must enforce the *Decision* of the *Hearing Panel*.

22. Appeal. The *Respondent* may file an appeal with the *AAA* within 10 days of the *Hearing Panel*'s decision being issued. The *Respondent* is responsible for paying the filing fee, along with half of the arbitrator expenses up front. A decision rendered by the *AAA* shall be final and binding on all parties.
23. Section 9 Rights. If *Respondent* is being denied or threatened to be denied the opportunity to participate in a *Protected Competition*, then they may pursue a complaint under Section 9 of the USOPC Bylaws.
24. Athlete Ombuds. The Office of the Athlete Ombuds is available to provide independent and confidential advice to elite athletes on sport-related rules, policies, and processes and to assist in the resolution of athlete concerns and disputes. Athletes may contact the Office of the Athlete Ombuds at [ombudsman@usathlete.org](mailto:ombudsman@usathlete.org) or 719-866-5000 or visit their [website](#) for more information.

**Final Hearing Procedures**  
*For USOPC Athlete Safety Complaints*

The Final Hearing Procedures provide additional details and expand upon the basic procedural requirements for a Final Hearing in accordance with the USOPC Athlete Safety Policy (“*Policy*”). The *Policy* shall govern and be binding in all respects and shall take precedent in the event of any conflict between these procedures and the *Policy*. These procedures will be followed when the USOPC Security & Athlete Safety Office issues a *Decision*<sup>5</sup> against a *Respondent* finding a violation of the *Policy* and a request for a hearing is made.

1. Jurisdiction. After the Security & Athlete Safety Office has accepted jurisdiction over a matter, these hearing procedures for a Final Hearing shall apply when the USOPC Security & Athlete Safety Office issues a *Decision* finding a violation of *Prohibited Conduct* under the *Policy* and the *Respondent* specifically requests a hearing within 10 days of the *Decision* being issued. The Request for Hearing should be submitted by e-mail to [DRU@usopc.org](mailto:DRU@usopc.org).
2. Modifiable. The USOPC Security & Athlete Safety Office may modify or stay a sanction at any time prior to a *Hearing Panel* decision without the action of the *Hearing Panel*.
3. Hearing Panel. The Dispute Resolution Unit (“DRU”) will appoint a three-person disinterested and impartial *Hearing Panel*, consisting of at least one athlete representative that will hear and render a decision on the matter. None of the individuals appointed to the *Hearing Panel* for the *Temporary Measures* Hearing shall be eligible for appointment to a Final Hearing in the same matter, if applicable.
4. Scope. The Final Hearing will be a de novo<sup>6</sup> review of the underlying violation, along with the sanction. The parties may stipulate to the occurrence of a violation, and if so, the scope of the hearing will be limited to examining the sanction. For any case involving a *Criminal Charge* or *Criminal Disposition*, the *Criminal Charge* or *Criminal Disposition* is a per-se violation and the scope of the hearing will be limited to examining the sanction.

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<sup>5</sup> All italicized words shall have the meaning as set forth in the USOPC Athlete Safety Policy.

<sup>6</sup> Defined as the *Hearing Panel* deciding the issues without reference to any legal conclusion or assumption previously made by the USOPC Security & Athlete Safety Office in determining the violation and/or sanction.

5. Timing. DRU will use its best efforts to ensure that all Final Hearings are held within ninety days of the *Respondent's* request for a hearing. DRU may shorten or extend such timeframe depending on the circumstances of the case, so long as a decision is rendered in a timely manner and taking into consideration any competition deadlines.
6. Parties. The parties for the Final Hearing proceeding are representatives for the USOPC Security & Athlete Safety Office and the *Respondent*. The *Claimant* will not be considered a party but will be allowed to participate in the Final Hearing.
7. Advisor. The parties and the *Claimant* have the right to be represented by an *Advisor* at all times at their own expense, who may be any person, including an attorney. The name and contact information of the parties' *Advisors* must be provided in advance of the hearing.
8. Complaint. In order to initiate the Final Hearing proceeding, the USPOC Security & Athlete Safety Office will file a formal Complaint by e-mail to DRU@usopc.org. This Complaint will contain, at a minimum (i) the *Notice of Decision*, (ii) the determined violation of the USOPC Athlete Safety Policy, (iii) the sanction imposed, (iv) the *Investigation Report*, if any, (v) the factual and legal basis for issuing its *Decision*, and (vi) any other relevant evidence.
9. Pre-Hearing Conference. A pre-hearing conference will be held to address issues that need to be resolved prior to the hearing. This may include, but not limited to (i) setting a date for the hearing along with timing and hearing procedures, (ii) timeline for additional submissions, (iii) any stipulations, (iv) timeline for the exchange of additional evidence, and (v) list of exhibits and witnesses. The *Hearing Panel* will issue a Scheduling Order setting forth relevant deadlines for the case, including the hearing date.
10. Respondent Answer. The *Respondent* may submit an Answer to the Complaint within the timeframe established by the *Hearing Panel*. The Answer should either agree with or deny the allegations in the Complaint and set forth the basis to challenge the violation and/or sanction. The Answer should also include the specific remedy requested. If no Answer is received, ***the Respondent will be deemed to have agreed with the claim(s)***.
11. Pre-Hearing Briefs. The *Hearing Panel* may direct the parties to file pre-hearing briefs in advance of the hearing setting forth their arguments.
12. Evidence. Either party may present additional evidence, such as exhibits, as it deems necessary. Any additional evidence must be submitted to the *Hearing Panel* in advance of the Final Hearing in accordance with the deadlines provided by the *Hearing Panel*. The *Hearing Panel* will make a determination on admissibility of evidence.
13. Length of Hearing. The length of the Final Hearing will be limited to no more than eight hours, inclusive of the time allocated to the *Hearing Panel* for questions. If a party believes that more than eight hours will be needed for the hearing, they can submit a request to be considered by the *Hearing Panel*. The *Hearing Panel* may provide further details about the length of hearing in the Scheduling Order. Each party will receive an equal amount of time to present their position.
14. Format of Hearing. The hearing will be held through tele/video conference. The parties' *Advisors* will be allowed to present. Each party will have an opportunity for opening statements and then will proceed to witness testimony. The USOPC Security & Athlete Safety Office, the party bringing the Complaint, will proceed first, followed by the *Respondent*. The *Hearing Panel* may allow for closing statements. The *Hearing Panel* will reserve time to ask questions. The *Claimant*

may participate in the hearing by observing and offering a statement, subject to cross-examination.

15. Protections for Minors. The *Hearing Panel* may alter witness testimony and the opportunity for cross-examination for *Minors*. Any modifications for the protections of *Minors* will be communicated in advance. Additionally, the parent or legal guardian of any *Minor* in these proceedings will be copied and provided notice along with the *Minor* at any step.
16. Participation in Hearing. The parties are expected to fully cooperate and participate in the Final Hearing process. If a party does not participate in any part of the proceedings after being given notice, the hearing will continue as scheduled and a decision will be based on the evidence available.
17. Closed and Confidential hearing. The Final Hearing is a closed hearing and will be subject to the confidentiality provisions as outlined in the USOPC Athlete Safety Policy.
18. Communication. There shall be no *ex parte* communication with the *Hearing Panel*. All communication should be directed to Lucy Denley, Manager of Dispute Resolution at: [lucy.denley@usopc.org](mailto:lucy.denley@usopc.org). Each party must simultaneously provide the opposing party and *Claimant* with all filings and submissions.
19. Standard of Review. The *Hearing Panel* will make a determination based upon a preponderance of the evidence standard whether the *Respondent* violated the USOPC Athlete Safety Policy. If a violation is found (or if the parties stipulate to a violation), when determining a sanction, the *Hearing Panel* will issue a sanction that is just and proportionate to the violation committed. In imposing a sanction, the *Hearing Panel* will consider:
  - whether the *Respondent* poses an ongoing concern for the safety of the USOPC's athletes and *Participants*;
  - the seriousness of the offense or act;
  - the ages of the *Respondent* and *Claimant* when the offense or act occurred;
  - any information produced by the *Respondent*, or produced on behalf of the *Respondent*, in regard to the *Respondent's* rehabilitation and good conduct; and
  - any other information, which the *Hearing Panel* deems appropriate.
20. Decision. The *Hearing Panel* may approve, reject, modify, or stay any sanction imposed by the USOPC Security & Athlete Safety Office. A *Decision* on the Final Hearing will be based on a majority vote of the *Hearing Panel* members. The *Hearing Panel* will render a *Decision* on the Final Hearing within seven days with a reasoned and binding written *Decision* on the Final Hearing to be issued within thirty days. The *Hearing Panel* may deliver an interim *Decision* on an expedited basis, if necessary.
21. Notification and Enforcement. The USOPC Security & Athlete Safety Office may provide a summary of the *Decision* to relevant stakeholders, as it deems appropriate, for the purposes of enforcement. All *NGBs*, *PSOs*, *LAOs* and the USOPC must enforce the *Decision* of the *Hearing Panel*.
22. Section 9 Arbitration. If a sanction is immediately imposed in the *Decision* that materially affects the individual's opportunity to participate or threatens to deny participation in a *Protected Competition*, the *Respondent* has the right to bypass these hearing procedures and proceed directly through Section 9 of the USOPC Bylaws and may simultaneously file a demand for arbitration with the American Arbitration Association ("AAA") before a single arbitrator for a

final and binding decision. The *Respondent* is responsible for paying the filing fee, along with half of the arbitrator expenses up front.

23. Appeal. Within 10 days of the *Hearing Panel*'s decision on the Final Hearing, the *Respondent* may file an appeal with the *AAA*. The *Respondent* is responsible for paying the filing fee, along with half of the arbitrator expenses up front. A decision rendered by the *AAA* shall be final and binding on all parties.
24. Athlete Ombuds. The Office of the Athlete Ombuds is available to provide independent and confidential advice to elite athletes on sport-related rules, policies, and processes and to assist in the resolution of athlete concerns and disputes. Athletes may contact the Office of the Athlete Ombuds at [ombudsman@usathlete.org](mailto:ombudsman@usathlete.org) or 719-866-5000 or visit their [website](#) for more information.