

Bylaws



Bylaws

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Bylaws

A Bylaw relating generally to the conduct of the affairs of Taekwondo Canada (formerly known as WTF Tae Kwon Do Association of Canada), as it is now named or as it may be named in the future (the "*Corporation*").

Section 1. General

- 1.1. **Definitions and Interpretation.** A schedule to these *Bylaws* establishes the definitions of terms used in this *Bylaw* and any unique rules of interpretation that apply.
- 1.2. **Affiliations.**
 - 1.2.1. The *Corporation* shall maintain its membership and status within the World Taekwondo Federation and shall be its sole representative to, from, for and within Canada.
 - 1.2.2. *Kukkiwon Certificates* - The *Corporation* shall be the sole representative from, for and within Canada for the submission of applications for *Kukkiwon* certificates.
- 1.3. **Official Languages and Translations.**
 - 1.3.1. *Operational* -The official language of the *Corporation* shall be English, however the board shall issue a French translation of the *Bylaws*, and *policies*. The *Corporation* shall establish *policies* for the provision of documents, notices, services and events in English and French. In the case of a dispute over interpretation, the English version will prevail.
 - 1.3.2. *Technical* - For taekwondo technical terminology in case of a disagreement over any interpretation or translation of Korean into English then the English version shall prevail in Canada or any event under the *auspices* of the *Corporation*.
- 1.4. **Financial Year End.** The financial year end of the *Corporation* shall be determined by the board of directors.
- 1.5. **Borrowing Powers.** The directors of the *Corporation* may, without authorization:
 - 1.5.1. borrow money on the credit of the *Corporation*;
 - 1.5.2. issue, reissue, sell, pledge or hypothecate debt obligations of the *Corporation*;
 - 1.5.3. give a guarantee on behalf of; and
 - 1.5.4. mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the *Corporation*, owned or subsequently acquired, to secure any debt obligation of the *Corporation*.
- 1.6. **Execution of Documents.**

- 1.6.1. Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the *Corporation*, shall be signed by:
 - 1.6.1.1. the Executive Director and the Treasurer (or Secretary Treasurer);
 - 1.6.1.2. the Executive Director and any 2 Officers; or
 - 1.6.1.3. the Treasurer and any other *Officer*.
- 1.6.2. The board may from time to time direct the manner in which and the person or persons by whom a particular document or type of document shall be executed.
- 1.6.3. Any signing officer may certify a copy of any instrument, resolution, *bylaw* or other document of the *Corporation* to be a true copy thereof.
- 1.7. **Banking Arrangements.** The banking business of the *Corporation* shall be transacted at such bank, trust company or other firm or corporation carrying on a banking business in Canada or elsewhere as the board of directors may designate, appoint or authorize from time to time by resolution. The banking business or any part of it shall be transacted by an officer or officers of the *Corporation* and/or other persons as the board of directors may by resolution from time to time designate, direct or authorize.
- 1.8. **Annual Financial Statements.** The *Corporation* may, as determined by the board of directors, instead of sending copies of the annual financial statements and other documents referred to in subsection 172(1) (Annual Financial Statements) of the *Act* to the members, either:
 - 1.8.1. *publish* a notice to its members stating that the annual financial statements and documents provided in subsection 172(1) are available at the registered office of the *Corporation* and any member may, on request, obtain a copy free of charge at the registered office or by prepaid mail; or
 - 1.8.2. post them on the *Corporation's* website along with publication of a notice of such posting in the news or announcement portion of the *Corporation's* website.
- 1.9. **Parliamentary Authority.** The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern on all questions of procedure and parliamentary law in all cases to which they are applicable and in which they are not inconsistent with the *Act*, these *Bylaws* and any special rules of order the *Corporation* may adopt.

Section 2. Membership Conditions, Approval, Term, and Transferability

Pursuant to subsection 197(1) (Fundamental Change) of the *Act*, a special resolution of the members is required to make any amendments to this section of the *Bylaws* if those amendments affect membership rights and/or conditions described in paragraphs 197(1)(e), (h), (l) or (m).

2.1. Membership Conditions.

2.1.1. *Membership Classes* - Under and subject to the *Articles*, there shall be two(2) classes of membership as follows which shall be composed of organizations, and which members shall have the rights as set out in the *Articles* and these *Bylaws*:

2.1.1.1. Provincial Section Members;

2.1.1.2. National Interest Group Members; and

2.2. **Membership Approval and Conditions.** The board of directors of the *Corporation* may, by resolution, recommend the admission of new members of the *Corporation* at an Annual General Meeting. New member recommendations must receive a majority vote to be accepted. Accepted new members do not have a vote at General Meetings until the following Annual General Meeting. The following conditions of membership shall apply:

2.2.1. *All Members* – Membership shall be available only to organizations that are interested in furthering the objects of the *Corporation*. By becoming a member, or maintaining membership, each member agrees to the following, which are conditions precedent and conditions subsequent to membership:

2.2.1.1. that the member *recognizes* the *Corporation* as:

2.2.1.1.1. having the affiliations as set out in 1.2 above;

2.2.1.1.2. having the exclusive right to contract with the World Taekwondo Federation and with the *Kukkiwon* regarding all matters under the *auspices* of the *Corporation*, including for registration of belts; and

2.2.1.1.3. serves in those capacities on behalf of its members, and all other bodies and *taekwondo* athletes resident in Canada who are involved in *taekwondo* within Canada or internationally;

2.2.1.2. that the member is bound by and will enforce:

2.2.1.2.1. the *Articles*, including the objects;

2.2.1.2.2. the *Bylaws*;

2.2.1.2.3. the policies of the *Corporation*;

2.2.1.2.4. any decisions under the above including discipline; and

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- 2.2.1.2.5. the requirements of the *Corporation* as part of its compliance with government sport agencies or funding bodies; and
 - 2.2.1.3. that the member is:
 - 2.2.1.3.1. not bankrupt or insolvent; or
 - 2.2.1.3.2. subject to an arrangement or composition with creditors.
 - 2.2.1.4. It is *recognized* by the board as actively seeking to represent, or that functionally represents, all persons involved in *taekwondo* in a province or territory, provided that there is no member so *recognized* for the same province or territory.
 - 2.2.1.5. It has applied for membership with the *Corporation* and maintains registration with the *Corporation* as the *Corporation* may require.
 - 2.2.1.6. It ensures that all its affiliates are affiliated with the *Corporation* as the *Corporation* may require, and additionally in the case of *taekwondo* clubs operating within that province or territory that they affiliate all their affiliates with the *Corporation* as the *Corporation* may require.
 - 2.2.1.7. It agrees to abide by and does comply with the conditions precedent and conditions subsequent of membership.
 - 2.2.1.8. It is accepted as a Member of the *Corporation*.
 - 2.2.2. *National Interest Group Members* – Membership in the National Interest Group Member class will be available only to *taekwondo* organizations that fulfill the following qualifications -
 - 2.2.2.1. It is *recognized* by the board as a body, in Canada, that represents the following on a nation-wide basis within *taekwondo* provided that there is no other member *recognized* for this stakeholder group:
 - 2.2.2.1.1. Canadian Armed Forces
 - 2.2.2.1.2. It has applied for membership with the *Corporation* and maintains affiliation with the *Corporation* as the *Corporation* may require;
 - 2.2.2.1.3. It ensures that all its affiliates are affiliated with the *Corporation* as the *Corporation* may require.
 - 2.2.2.1.4. It agrees to abide by and does comply with the conditions precedent and conditions subsequent of membership.
 - 2.2.2.1.5. It is accepted as a Member of the *Corporation*.
 - 2.3. **Term of Membership General.** The term of membership of members shall be annual, subject to renewal in accordance with the *Bylaws* and policies of the *Corporation*. A review of Member Organizations will be conducted every two (2) years, in even-numbered years.
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- 2.4. **Term of Membership for New Members.** In the case of a member in the member's first through fourth year of membership, that member's term of membership shall expire each year and shall be subject to the same application and approval process as for new members, provided however if there is an intervening period during that time of non-membership that is longer than thirty (30) days then calculation of the years of membership shall restart. After completion of four contiguous years of applying and being approved then membership in the *Corporation* for such a member shall no longer terminate in this way.
- 2.5. **Membership Transferability.** A membership may only be transferred to the Corporation.

Section 3. Membership Fees, Termination, and Discipline

- 3.1. **Membership Fees.** *Membership Fees* for membership and the due date, or dates in the case of multiple payments, will be as determined by the board.
- 3.2. **Fees Notice and Default.** Members shall be notified in writing of the *Membership Fees* at any time payable by them and, if any are not paid within one (1) month of the date due, the members in default shall automatically cease to be members of the *Corporation*. For the purposes of this section if notice of a *Membership Fee* is not given at least 60 days prior to the due date, then the due date shall be deemed to on the 60th day following the notice date, thus giving 90 days before membership would cease for members in default under this provision.
- 3.3. **Termination of Membership.** A membership in the *Corporation* is terminated when:
 - 3.3.1. the membership dies, or, in the case of a member that is a corporation, the corporation is dissolved;
 - 3.3.2. a member fails to maintain any qualifications for membership described in Section 2 of these *Bylaws*;
 - 3.3.3. the member resigns by delivering to the *Corporation* a written resignation that states an effective date of no sooner than 60 days therefrom.
 - 3.3.4. the member is expelled in accordance with Section 3.6, by *Special Resolution* of the members, or is otherwise terminated in accordance with the *Articles* or *Bylaws*;
 - 3.3.5. the member's term of membership expires; or
 - 3.3.6. the *Corporation* is liquidated or dissolved under the *Act*.
- 3.4. **Effect of Suspension or Termination of Membership.** Subject to the *Articles*, upon any termination of membership, the rights of the member, including any rights in the property of the *Corporation*, automatically cease to exist. Upon suspension or termination of membership, the member shall:
 - 3.4.1. not be entitled to, nor receive, refund of *Membership Fees* or *fin*es in whole or in part, nor to have payments or fees carried forward or applied to any other membership; and
 - 3.4.2. forthwith without delay, and in any case within 30 days, the Member suspended or terminated shall:
 - 3.4.2.1. pay all that Members' debts to the *Corporation*, dues, fees, and other levies and these shall remain due, as a debt to the *Corporation*, until paid; and
 - 3.4.2.2. return to the Head Office of the *Corporation* all documents, records or other property of the *Corporation* that is in the possession, custody, or control of that Member.

- 3.5. **Resignation of a Member.** Any member may withdraw from the *Corporation* by delivering to the *Corporation* a written resignation that states an effective date of not sooner than 60 days therefrom, and lodging a copy of the same with the Secretary or the Executive Director of the *Corporation*. No resignation of a member shall be effective if that member is under any disciplinary investigation or action by the *Corporation* until the matter has been concluded, including the expiry of any appeal periods or appeals exhausted.
- 3.6. **Discipline of Members.**
- 3.6.1. The board shall have authority to fine, suspend or expel any member from the Corporation for any one or more of the following grounds:
- 3.6.1.1. violating any provision of the *Articles, Bylaws*, or written policies of the *Corporation*;
- 3.6.1.2. carrying out any conduct which may be detrimental to the *Corporation* as determined by the board in its sole discretion; or
- 3.6.1.3. for any other reason that the board in its sole and absolute discretion considers to be reasonable, having regard to the purpose of the *Corporation*.
- 3.6.2. A member that the board has determined should be fined, or suspended or expelled from membership in the *Corporation* shall upon that determination render the member to be not in good standing with the *Corporation* and cause all debts owed by the member to the *Corporation* to become immediately due and payable.
- 3.6.3. In the event that the board determines that a member should be expelled or suspended from membership in the *Corporation*, the President, or such other officer as may be designated by the board, shall provide twenty (20) days notice of suspension or expulsion to the member and shall provide reasons for the proposed suspension or expulsion. Upon that determination the member shall be deemed fined in the amount of \$1,500 or 50% of the annual *Membership Fee* for the member, whichever is greater, as liquidated damages for the cost of examination to that date of the need for the expulsion or suspension, as the case may be, which shall be immediately due and payable. Upon payment of the *fine* the member may make written submissions to the President, or such other officer as may be designated by the board, in response to the notice received within such twenty (20) day period. In the event that no written submissions are received by the President, the President, or such other officer as may be designated by the board, may proceed to notify the member that the member is suspended or expelled from membership in the *Corporation*. If written submissions are received in accordance with this section, the board will consider such submissions in arriving at a final decision and shall notify the member concerning such final decision within a further twenty (20) days from the date of receipt of the

submissions. The board's decision shall be final and binding on the member, without any further right of appeal.

- 3.6.4. In the event that the board determines that a member should be fined, that *fine* shall not exceed \$1,500 or 50% of the annual *Membership Fee* for the member, whichever is greater, and the President, or such other officer as may be designated by the board, shall provide twenty (20) days notice provide reasons for the *fine*. A *fine* is due and payable upon being imposed. Upon payment of the *fine* the member may make written submissions to the President, or such other officer as may be designated by the board, in response to the notice received within such twenty (20) day period. If written submissions are received in accordance with this section, the board will consider such submissions in arriving at a final decision and shall notify the member concerning such final decision within a further twenty (20) days from the date of receipt of the submissions. The board's decision shall be final and binding on the member, without any further right of appeal.
- 3.7. **Loss of Good Standing.** Any member that ceases to be in good standing will not be entitled to any rights of membership, benefits or privileges of the *Corporation*, except to the extent exercised by the *Corporation* enforcing a lien. A member ceases to be in good standing if the member:
 - 3.7.1. has not paid Membership Fees or fines;
 - 3.7.2. is under or been given notice of discipline in accordance with Section 3.6; or
 - 3.7.3. in violation of policies that specifies a breach will cause the member to cease to be in good standing.
- 3.8. **Lien on Membership.** The *Corporation* may enforce a lien on a membership registered in the name of a member. In addition to any rights under the *Articles* the *Corporation* may, in respect of a member subject to the lien on its membership:
 - 3.8.1. hold any competition that may otherwise have been held by that member;
 - 3.8.2. hold or assume control, operation or administration of any competition approved by the *Corporation* to be held or conducted by that member; and
 - 3.8.3. withdraw any right or power delegated, assigned, granted, or as principal given under agency to that member.

Section 4. Meetings of Members

- 4.1. **Call of Meetings.** The board or the *President* shall have power to call, at any time, a general meeting of the members of the *Corporation*, which include the annual general meeting and special general meetings.
- 4.2. **Members Calling a Members Meeting.** The board of directors shall call a special meeting of members in accordance with Section 167 of the Act, on written requisition of members carrying not less than 5% of the voting rights. If the directors do not call a meeting within twenty-one (21) days of receiving the requisition, any member who signed the requisition may call the meeting.
- 4.3. **Notice of Meeting of Members.** Notice of the time and place of a meeting of members shall be given to each member entitled to vote at the meeting by the following means:
- 4.3.1. by mail, courier or personal delivery to each member entitled to vote at the meeting, during a period of 21 to 60 days before the day on which the meeting is to be held; or
- 4.3.2. by telephonic, electronic or other communication facility to each member entitled to vote at the meeting, during a period of 21 to 35 days before the day on which the meeting is to be held.
- 4.3.3. Pursuant to subsection 197(1) (Fundamental Change) of the *Act*, a special resolution of the members is required to make any amendment to the *Bylaws* of the *Corporation* to change the manner of giving notice to members entitled to vote at a meeting of members.
- 4.4. **Persons Entitled to be Present.**
- 4.4.1. The only persons entitled to be present at a meeting of members shall be:
- 4.4.1.1. the representatives of those entitled to vote at the meeting which representative is qualified and for whom notice has been provided to the *Corporation* in accordance with these *Bylaws* and policy in place on the record date;
- 4.4.1.2. the directors and the public accountant of the *Corporation*,
- 4.4.1.3. persons as may be admitted on the invitation of the board,
- 4.4.1.4. persons as may be admitted on the invitation of the Chair unless excluded by resolution of the board,
- 4.4.1.5. such other persons who are entitled or required under any provision of the *Act*, *Articles* or *Bylaws* of the *Corporation* to be present at the meeting; and
- 4.4.1.6. such person as may be admitted by resolution of the board or members.
- 4.5. **Notice of Representative.** In order for an individual to represent a member at a meeting of members:

- 4.5.1. the individual must be:
 - 4.5.1.1. a member in good standing of the member; and
 - 4.5.1.2. either a *Registered Black Belt* in good standing with the *Corporation*, or a director or officer of the Member Organization that is in good standing with the *Corporation*.
- 4.5.2. the member must provide written notification to the Secretary or the Executive Director of the individual selected as the member's representative and which notification must:
 - 4.5.2.1. be provided on or before 24 hours before it shall become effective (in order to provide time for validation) with time calculated as excluding any holidays (For example a notice for a meeting held on a Saturday must be provided by close of business on a Thursday provided that the Thursday and Friday are not also holidays.); and
 - 4.5.2.2. specify the individual's name, contact information, and the qualification to act being: whether the individual is in good standing with the member, any belt held or claimed and their registration number for that belt with the *Corporation* and the *Kukkiwon*.
- 4.6. **Holding of a Meeting of Members and Participation at a Meeting of Members by Electronic Means.** Meetings of members may be held entirely by telephonic, electronic or other communication facility. Participation at meetings of members may be by telephonic, electronic or other communication facility, unless determined otherwise by the Board.
- 4.7. **Chair of the Meeting.** The President of the board usually presides the meeting. In the event that the President of the board is absent, the First Vice-President of the board will chair the meeting. If the First Vice-President of the board is also absent, the Second Vice-President shall chair the meeting. The board may also propose an independent individual from outside the *Corporation* to chair the meeting.
- 4.8. **Quorum.** A quorum at any meeting of the members (unless a greater number of members are required to be present by the *Act*) shall be a majority of the members entitled to vote at the meeting. If a quorum is present at the opening of a meeting of members, the members present may proceed with the business of the meeting but the meeting may not proceed with the business of the meeting while a quorum is not present thereafter, but may recess, adjourn, adjourn to a fixed date, or take measures to obtain a quorum, and if the meeting is adjourned to another date the quorum at the meeting on that date shall be reduced to 40% of the voting membership.
- 4.9. **Objects of Annual General Meeting.** The objects of the annual general meeting are to:
 - 4.9.1. hear and review the *President's* report;
 - 4.9.2. hear and review the *Treasurer's* report;

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- 4.9.3. hear, review, and decide on adoption of the audited financial statements (financial statements and the report of the public accountant must be filed with the government under the *Act*);
 - 4.9.4. elect eligible individuals as directors replacing or re-electing those whose terms are to expire at the meeting;
 - 4.9.5. appoint a public accountant to conduct the next annual audit; and
 - 4.9.6. hear and decide of any other matter legally brought before the general meeting of the members.
- 4.10. **Votes to Govern, Show of Hands.** At any meeting of members every question shall, unless otherwise provided by the *Articles* or *Bylaws* or by the *Act*, be determined by a majority of the votes cast on the question. Votes shall be determined by a show of hands unless a recorded ballot is requested by a majority of the members present and entitled to vote.
- 4.11. **Absentee Voting.** A member not present at a meeting of members may not vote. Proxy attendance or voting shall not be permitted.
- 4.12. **Rotation of General Meeting**
- 4.12.1. The annual general meeting or any other general meeting of the members shall be held at any place in Canada, at the date and time determined by the board, but annual general meetings shall be held no fewer than one (1) year out of every 6 years within each of the following areas unless the board determines that deviation from the cycle, for a specific year, is necessary due to financial hardship upon the *Corporation* or its member:
 - 4.12.1.1. the Provinces of Ontario and Quebec;
 - 4.12.1.2. the Provinces of New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island; and
 - 4.12.1.3. the Provinces of Alberta, British Columbia, Manitoba, and Saskatchewan.
 - 4.12.2. The annual general meeting will be held not later than 15 months after the last preceding annual meeting but not later than six months after the end of the *Corporation's* preceding financial year.

Section 5. Directors

- 5.1. **Election and Term.** Subject to the *Articles*, the members will elect directors at each annual meeting at which an election of directors is required, and the directors shall be elected to hold office for a term expiring as stated below unless there is no election of directors at the applicable annual meeting.
- 5.2. **Number of board Members and Terms.** The board of directors shall have the minimum to a maximum number of directors with additional directors appointed by the Board for gender balance as permitted by the *Articles* (A minimum of 3 of the directors must be female).
- 5.3. **Board Members.** The *board* shall be composed of individuals who do not have a *Disqualifying Status from a National Leadership Position* and who are elected or appointed as follows:
- 5.3.1. One (1) director for the Provinces, being a director elected by the **Provincial Section Members** class for a term expiring at the close of the third annual meeting of members following the election, subject to the provisions in these *Bylaws* that initiate the staggering of terms of directors of the *Corporation*.
- 5.3.2. One (1) director for the National Interest Groups, being one director elected by the **Canadian Armed Forces** for a term expiring at the close of the third annual meeting of members following the election, subject to the provisions in these *Bylaws* that initiate the staggering of terms of directors of the *Corporation*.
- 5.3.3. One (1) **President**, being elected by vote of the members. President shall be elected for a term expiring at the close of the next annual meeting of members following the end of the Summer Olympic cycle. The term of office of the President will be four (4) years concurrent with the four-year Summer Olympic cycle.
- 5.3.4. Six (6) **Directors-at-Large**, being directors elected by vote of all classes of membership. Directors-at-Large shall be elected for a staggered 2 year term expiring at the close of the 2nd annual meeting of members following the election.
- 5.3.5. The term or **additional directors** appointed by the board under the *Articles* to adjust the gender balance on the board expire at the close of the next annual meeting.
- 5.3.6. As needs arise, the Board of Directors has the authority to appoint ex-officio Directors to fulfill specific duties as required, to represent Taekwondo Canada, on boards committees and within organizations around the world.
- 5.3.6.1. Each appointment must be approved by a majority of the Board.
- 5.3.6.2. Each appointment can be withdrawn or cancelled at the discretion of the Board upon a majority vote to do so.

- 5.3.6.3. Individuals considered for appointment must meet the same requirements of ethics and conflict of interest as other members of the Board.
- 5.3.6.4. Appointees will not have a vote on the Taekwondo Canada Board and must report through the Executive Committee on all activities related to their appointment
- 5.4. **Staggered Election Terms.** To initiate the staggering of terms of directors of the *Corporation* all the directors in office upon these *Bylaws* becoming effective shall remain in office and succeeding directors shall be elected with the terms as follows, notwithstanding any other terms to the contrary in these *Bylaws*:
 - 5.4.1. At the first annual meeting after these *Bylaws* become effective:
 - 5.4.1.1. In odd numbered years (ex 2017, 2019, 2021) the following members will be elected for a two-year term;
 - 5.4.1.1.1. The director for the Provinces shall be elected by the Provincial Section Members for a two-year term.
 - 5.4.1.1.2. Three directors-at- Large shall be elected for a two-year term
 - 5.4.1.1.3. The directors so elected shall be the successors to the directors in office until that meeting
 - 5.4.1.2. In even numbered years (ex 2018, 2020, 2022) the following members will be elected for a two-year term;
 - 5.4.1.2.1. The director for the National Interest Group Member shall be elected by the National Interest Group Members for a two-year term
 - 5.4.1.2.2. Three directors-at- Large shall be elected for a two-year term
 - 5.4.1.2.3. The directors so elected shall be the successors to the directors in office until that meeting
- 5.5. **Term Limits and Eligibility.** There are no term limits and eligibility is to be defined as per the *Bylaws* and the *Act*.
- 5.6. **Vacancies on Board of Directors.** The Board of Directors may fill any vacancy, except the President, on the Board of Directors by appointment and the person so appointed will hold office for the remainder of the unexpired term. A President vacancy can only be filled by a member vote.
- 5.7. **Nominations.**
 - 5.7.1. Any person may be nominated as a director provided that the person:
 - 5.7.1.1. has submitted such nomination to the Nominating Committee within 15 days of the Nominating Committee's call for nominations or 45 days before the date set for the election, whichever is later;

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- 5.7.1.2. is eligible to act as a director of the *Corporation* under these *Bylaws*, which includes not having a *Disqualifying Status from a National Leadership Position*; and consents to participate in meetings of directors in person or by means of a telephonic, electronic or other communication facility as may be determined by the board, and upon election shall be deemed to so content.
- 5.7.2. Nominations from the floor at a meeting of members is not permitted.
- 5.8. **Nominating Committee.** The Nominating Committee shall consider potential candidates for election and recommend persons who best meet the requirements for personal attributes, competencies, and a mix thereof on the board, as well as representation from across the country as potential *Officers* and committee members.
- 5.8.1. The Nominating Committee shall consist of at least three persons appointed by the Board.
- 5.8.2. The Nominating Committee shall:
- 5.8.2.1. determine at least 60 days before the date set for the election, whether directors currently serving on the board but whose terms are expiring wish to be re-elected and whether the person also seeks re-election and to which office;
 - 5.8.2.2. give notice, or ensure notice is given, of the Nominating Committee meeting to all members at least 60 days before the date set for the election, such notice to solicit applications from qualified individuals to be nominated as directors and those who may seek to be *Officers*, and give notice of the time limitations for submission of nominations consistent with section 5.7.1;
 - 5.8.2.3. ensure that there are sufficient qualified candidates to fill the minimum number of positions for election;
 - 5.8.2.4. seek from any possible nominee:
 - 5.8.2.4.1. a brief biographical sketch and summary of qualifications; and
 - 5.8.2.4.2. written consent to be nominated, unless currently serving on the board.
- 5.8.3. The Nominating Committee shall present a report to the board, no later than 45 days prior to the election meeting, containing a list of all qualified candidates, including all qualified candidates nominated by a *Member*.
- 5.8.4. A list of all nominations shall be posted on the *Corporation's* website, or circulated in writing or by email to all of the nominees (where the nominee's address is known) and to all *Members*, at least 30 days prior to the date set for the election.

- 5.8.5. Notwithstanding any provision in section 5 the board may abridge the dates in this section, and if the *Bylaws* are changed within 120 days of the date of an election, and it is determined by the board that any provision in section 5 makes it impossible, unreasonable or impractical to fulfill a particular provision, then the board shall abridge dates and times in section 5.

Section 6. Meetings of Directors

- 6.1. **Calling of Meetings.** Meetings of the board may be called by the President of the board, the First Vice-President of the board or any two (2) directors at any time. If the *Corporation* has only one director, that director may call and constitute a meeting.
- 6.2. **Telephone or E-Communication Meetings.**
- 6.2.1. *Participation* - Holding or participation in meeting by telephone or an electronic or other communications facilities is permitted for general or special general meetings of the members and for board and committee meetings provided that:
- 6.2.1.1. the members of the meeting have consented or deemed to consent to holding the meeting by the telephonic, electronic or other communication facility;
- 6.2.1.2. such communication facility permits all participants to communicate adequately with each other during the meeting; and
- 6.2.1.3. quorum and votes are determined by roll call, except that votes sent electronically will be acknowledged by the chair, or the person designated by the chair to receive them. All electronic voting will be recorded and the results will be filed with the Secretary until a motion to destroy them has been passed or the minutes of the meeting have been approved.
- 6.2.2. *Communication* - Where a meeting by telephone or other electronic communications facilities is permitted each member participating in the meeting by such means is deemed to be present at that meeting. The failure or inability to establish or maintain telephone or other electronic communications facilities shall not, simply because of that fact, invalidate a meeting or make void any proceedings taken thereat provided that quorum is maintained.
- 6.3. **Validity of Signed Resolutions.** A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of directors or of a committee of directors, is as valid as if it had been passed at a meeting of directors or committee of directors, and valid under subsection 140(1) of the *Act*.
- 6.4. **Notice of Board Meeting.** Notice of the time and place for the holding of a meeting of the board shall be given in the manner provided in Section 9.1 of this *Bylaw* to every director of the *Corporation* not less than 7 days before the time when the meeting is to be held. Notice of a meeting shall not be necessary if all of the directors are present, and none objects to the holding of the meeting, or if those absent have waived notice or have otherwise signified their consent to the holding of such meeting. Notice of an adjourned meeting is not required if the time and place of the adjourned meeting is announced at the original meeting. Unless the *Bylaw* otherwise provides, no notice of meeting need specify the purpose or the business to be transacted at the meeting except that a notice of meeting of directors shall specify any matter referred to in subsection 138(2) (Limits on Authority) of the *Act* that is to be dealt with at the meeting.

- 6.5. **Regular Board Meetings.** The board may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of any resolution of the board fixing the place and time of such regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except if subsection 136(3) (Notice of Meeting) of the *Act* requires the purpose thereof or the business to be transacted to be specified in the notice.
- 6.6. **Votes to Govern at Board.** At all meetings of the board, every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes, the chair of the meeting in addition to an original vote shall have a second or casting vote.
- 6.7. **Minutes.**
- 6.7.1. The minutes of the board of directors shall be made available to the members of the *Corporation* which may be by posting on the *Corporation's* website, but if not so posted then forthwith upon demand, however this availability and access to the minutes shall exclude the minutes or portion of minutes thereof:
- 6.7.1.1. excluded or redacted to the extent required under the privacy laws for the protection of confidentiality or personal privacy; and
- 6.7.1.2. for meetings or portions of meetings specifically held in the absence of the public to deal with property transactions, personnel matters, board or committee performance evaluation, or legal matters in preparation for or involving legal action or otherwise involving solicitor and client privilege.
- 6.7.2. The minutes of any general or special meeting of the membership shall be made available to the general membership of the *Corporation*, at the Head Office, at the next general meeting, and in the interim at the request of any member, which may be satisfied by posting on the *Corporation's* website.
- 6.7.3. All standing committees shall keep minutes of all business conducted at meetings. Within 14 days of the adoption of the minutes of any meeting of any committee, the recording secretary of the committee shall send a true copy of the minutes and any supporting documents to the President, the Secretary and the Executive Director. If required, the Executive Director shall assign an employee of the *Corporation* to act as the Recording Secretary and staff liaison of the committee.
- 6.8. **Director Fiduciary Duties.** A *Director*, no matter how elected or appointed, must:
- 6.8.1. act in the best interests of the *Corporation* and with a view to advancing its welfare;
- 6.8.2. avoid *Interest Conflicts* (potential, actual, or apparent conflicts of interest) or otherwise manage them in order to neutralize them;
- 6.8.3. comply with the *Corporation's Code of Ethics or Conduct*; and

- 6.8.4. exercise the care, skill and diligence that would be exercised in the same circumstances by a reasonable person having both:
 - 6.8.4.1. the knowledge and experience that may reasonably be expected of a *Director*, as the case may be; and
 - 6.8.4.2. the knowledge and experience of the specific individual.
- 6.9. **Conflict of Interest.** A director who has an *Interest Conflict*:
 - 6.9.1. shall be counted in the quorum for a meeting at which the individual attends notwithstanding that the individual is absented while any matter is considered in respect of which an *Interest Conflict* exists for that individual;
 - 6.9.2. must not participate in the discussion of or vote on any questions concerning such matter at the meeting;
 - 6.9.3. must be absented from any in camera discussions or vote concerning such matter at the meeting; and
 - 6.9.4. even if otherwise excluded from participation or attendance due to an *Interest Conflict* may be specifically called upon by the presiding officer to attend and answer questions put in debate through the presiding officer before again withdrawing from making comment or, in the case of an in camera meeting, from the meeting place.
- 6.10. **Indemnities of Directors and Others**
 - 6.10.1. *Indemnity* - Every director of the *Corporation* and his or her heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the *Corporation*, from and against:
 - 6.10.1.1. all costs, charges and expenses which such *Director*, sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against him or her, or in respect of any act, deed, error, omission, matter, or thing whatsoever, made, done, not done, or permitted by him or her, in or about the execution of the duties of his or her office or in respect of any such liability, except such costs, charges or expenses as are occasioned by his or her own gross negligence; and
 - 6.10.1.2. all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his or her own willful neglect or default.
 - 6.10.2. *Loss of Indemnity* - Notwithstanding anything herein to the contrary, the *Corporation* shall not indemnify or hold harmless any *Officer, Director*, member or employee for any costs, expenses, charges, loss, damage, or misfortune of any kind whatsoever, if such is incurred in the actual or purported execution of their

duties offices for or on or behalf of the *Corporation* that are caused directly or indirectly by:

6.10.2.1. fraud, dishonesty or bad faith of any such person; or

6.10.2.2. willful neglect or default of any such person.

6.11. **Insurance.** The *Corporation* shall, at all times, maintain in force such directors and *Officers* liability, and other appropriate insurance, as may be approved by the board to cover any potential liability of the *Corporation*, or its board, *Officers*, employees, or others for whom it may be vicariously liable.

6.12. **Remuneration and Expenses.**

6.12.1. The *Corporation* exists only for the purposes set out in the objectives and will be carried on without the purpose of gain for its *Officers*, directors, employees, or members and any profits or other accretions to the *Corporation* shall be used only in promoting its objects. *Officers*, directors and committee members may be paid reasonable expenses incurred in the performance of their duties in accordance with the *Corporation's policies* relating to expenses.

6.12.2. With the exception of remuneration to the public accountant serving as auditor and employees, no *Director*, *Officer*, committee member or member shall receive any remuneration of any kind, or profit from or with respect to:

6.12.2.1. their office, or duties or services as a director; or

6.12.2.2. any services rendered to the *Corporation* unless:

6.12.2.2.1. it is outside the scope of duties or services as a director or officer and provided in the person's professional capacity

6.12.2.2.2. the engagement for the services and the remuneration is approved by resolution of the board;

6.12.2.2.3. the remuneration is at or below market rates for such professional services and not disproportionate to the services rendered; and

6.12.2.2.4. the remuneration is compatible with the *Corporation's* status as a charity.

Section 7. Officers

- 7.1. **Powers and Duties.** Subject to these *Bylaws* powers and duties of all other officers of the *Corporation* shall be such as the terms of their engagement call for or the board requires of them. The board may, from time to time and subject to the *Act*, vary, add to or limit the powers and duties of any officer.
- 7.2. **Election from Among the Directors.** The *Officers, except the President*, shall be elected by the directors from amongst themselves at the first board of directors meeting following every annual general meeting for a term at the pleasure of the board. The *Officers* of the *Corporation* shall be as follows:
- 7.2.1. President;
 - 7.2.2. First Vice-President;
 - 7.2.3. Second Vice-President
 - 7.2.4. Secretary;
 - 7.2.5. Treasurer (If the Secretary and Treasurer positions are filled by the same person the title shall be Secretary-Treasurer); and
 - 7.2.6. such other officers as the board of directors may appoint.
- 7.3. **Appointment of Other Officers, Agents or Attorneys.**
- 7.3.1. The board may appoint such other officers, agents or attorneys as may be necessary, including an Executive Director, and may combine any of such offices. Such individuals so appointed:
 - 7.3.1.1. may but need not be members or directors;
 - 7.3.1.2. shall hold office, subject to any contract of employment, if any, during the pleasure of the board or until their successors are appointed; and
 - 7.3.1.3. may not be an officer, or director of any Member or have a *Disqualifying Status from a National Leadership Position*.
- 7.4. **President.** The President shall:
- 7.4.1. preside at all meetings of the *Corporation* and of the board of directors;
 - 7.4.2. be *Ex-Officio* member of all committees that report to the board, except the Nominating Committee; and
 - 7.4.3. ensure that all orders and resolutions of the board are carried into effect but shall have role in the day-to-day administration of the *Corporation*.
- 7.5. **First Vice-President.** The First Vice-President shall:
- 7.5.1. in the absence or disability of the President, perform the duties and exercise the powers of the President; and

- 7.5.2. perform such other duties as may from time to time be directed by the board of directors.
- 7.6. **Second Vice-President.** The Second Vice-President shall:
 - 7.6.1. in the absence or disability of the President and the First Vice-President perform the duties and exercise the powers of the President; and
 - 7.6.2. perform such other duties as may from time to time be directed by the board of directors.
- 7.7. **Treasurer.** The Treasurer, with the assistance of a financial expert if necessary, shall:
 - 7.7.1. have as primary responsibility of overseeing the management and reporting of the corporation's finances
 - 7.7.2. be knowledgeable about who has access to the organization's funds, and any outstanding bills or debts owed, as well as developing systems for keeping cash flow manageable. Have general oversight, on behalf of the board, of management regarding financial matters.
 - 7.7.3. Overseeing the development and monitoring of the organization's financial policies. Preside at all committees preparing, conducting or reviewing the annual audit; and
 - 7.7.4. Keep the board regularly informed of key financial events, trends, concerns, and assessment of fiscal health in addition to completing required financial reporting forms in a timely fashion and making these forms available to the board
 - 7.7.5. perform such other duties as may from time to time be directed by the board of directors.
- 7.8. **Secretary.** The Secretary shall:
 - 7.8.1. act as clerk, or designate a recording secretary, thereof with responsibility to record all votes and minutes of all proceedings in the books which are to be kept secure;
 - 7.8.2. give or cause to be given notice of all meetings of the members and of the board of directors; and
 - 7.8.3. perform such other duties as may be prescribed by the board of directors or President, under whose supervision the Secretary shall be.
- 7.9. **Executive Director.** The *Corporation* may employ an Executive Director. If appointed, the Executive Director shall:
 - 7.9.1. have general supervision of the affairs of the *Corporation* with responsibility for overseeing the day-to-day operations of the *Corporation* including overseeing adherence to the budget, and the hiring, oversight and termination of employees consistent with the budget and with the Executive or Human Resource Committees input, whichever the Board sees fit;

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- 7.9.2. be responsible for the administrative implement of the strategic plans and the *policies of the Corporation*;
 - 7.9.3. have such other powers, duties and responsibilities as established by the board; and
 - 7.9.4. be subject to the authority of the board and supervised by the *Executive Committee*.
 - 7.9.5. Shall not be allowed to be involved or execute operational activities personally or through an outside organization that may conflict with Taekwondo Canada operations
- 7.10. **Vacancy in Office.**
- 7.10.1. If the office of any officer of the *Corporation* shall be or become vacant, the directors may, by resolution, appoint a person to fill such vacancy.
 - 7.10.1.1. In the absence of a written agreement to the contrary, officers hold office at the pleasure of the board and the board may remove, whether for cause or without cause, any officer of the *Corporation* at any time. Unless so removed, an officer shall hold office until the earlier of:
 - 7.10.1.1.1. the officer's successor being appointed;
 - 7.10.1.1.2. the officer's resignation;
 - 7.10.1.1.3. such officer ceasing to be a director (if a necessary qualification of appointment); or
 - 7.10.1.1.4. such officer's death.
 - 7.10.2. If the office of any officer of the *Corporation* shall be or become vacant, the directors may, by resolution, appoint a person to fill such vacancy.
- 7.11. **Term of Office.**
- 7.11.1. The President is elected by a majority of the members at the AGM immediately following the Summer Olympic Games
 - 7.11.2. The term of office of the President will be four (4) years concurrent with the four-year Olympic cycle.
 - 7.11.3. The President of the *Corporation may be removed* at any time with a two thirds vote by the members. Unless so removed, the President shall hold office until the earlier of:
 - 7.11.3.1. the President's successor being appointed;
 - 7.11.3.2. the President's resignation;
 - 7.11.3.3. such officer's death.
 - 7.11.4. In the absence of a written agreement to the contrary, officers hold office at the pleasure of the board and the board may remove, whether for cause or without
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cause, any officer of the *Corporation* at any time. Unless so removed, an officer shall hold office until the earlier of:

7.11.4.1. the officer's successor being appointed;

7.11.4.2. the officer's resignation;

7.11.4.3. such officer ceasing to be a director (if a necessary qualification of appointment); or

7.11.4.4. such officer's death.

Section 8. Committees

- 8.1. **Committee Appointments.** The board may from time to time appoint any committee or other advisory body, as it deems necessary or appropriate for such purposes and, subject to the *Act*, with such powers as the board shall see fit. Any such committee may formulate its own rules of procedure, subject to such *policies, procedures, rules* or directions as the board may from time to time make. With the exception of officers who are *ex officio* committee members under these *Bylaws*, committee members are appointed at the pleasure of the board and may be removed by resolution of the board of directors at any time. Upon acceptance of an appointment to a committee each member consents and shall be deemed to consent to participate in meetings of the committee in person or by means of a telephonic, electronic or other communication facility as may be determined by the board, or its absence the committee.
- 8.2. **Standing Committees.** The *Corporation* shall, unless determined otherwise by the board, have the following standing committees in accordance with the following with such other members and terms of reference as determined by the board; in all cases if the committee is chaired by a director or the Executive Director then that person shall be responsible as the board liaison for that committee, but if a committee is not chaired by a director or the Executive Director then the board shall appoint a member of the board to the committee as its board liaison:
- 8.2.1. *Audit Committee* - Chaired by the Treasurer (or Secretary-Treasurer if the position is filled as such) with no less than three persons a majority of whom are not officers or employees of the *Corporation* or any of its affiliates.
- 8.2.2. *Finance Committee* - Chaired by the Treasurer (or Secretary-Treasurer if the position is filled as such).
- 8.2.3. *Governance and Best Practices Committee* - Chaired by a *Director* or such other person as the board may appoint.
- 8.2.4. *Executive Committee* – The *Corporation* shall have an Executive Committee which shall:
- 8.2.4.1. be composed of the *Officers* of the *Corporation*, including the Executive Director but the latter shall be a non-voting *Ex-Officio* member, subject to the removal of any such individual from the *Executive Committee* by a majority vote of the board;
- 8.2.4.2. exercise such powers as are authorized by the board of directors;
- 8.2.4.3. work at the direction of the board and may only take action when reasonably necessary to expedite the interests of the *Corporation* between regularly scheduled board meetings, and not in substitution for such meetings; and
- 8.2.4.4. shall report to the board on actions taken by the *Executive Committee*, and for actions taken more than 30 days before the next known and

scheduled board meeting report and as soon as practicable beforehand, to each board member.

- 8.2.5. An Athlete's Committee (AC) comprised of any interested active or non-active athlete having no more than six (6) committee members will be established.
 - 8.2.5.1. The AC will function as an advisory body to the Taekwondo Canada Board of Directors and Executive Committee. The Executive Director and High Performance Committee shall consult with the AC on all matters pertaining to the timing and organization of Taekwondo tournaments, high performance training and workshops.
 - 8.2.5.2. Terms of reference will be drafted for the AC
 - 8.2.5.2.1. The terms of reference can be revised from advice from the AC to the Taekwondo Canada Board of Directors at any time.
 - 8.2.5.3. The purpose of the consultation is to ensure, to the highest extent possible, that:
 - 8.2.5.3.1. All policies and procedures relevant to Athlete issues adhere to the Tenets and Principles of Taekwondo and;
 - 8.2.5.3.2. Are reflected in Taekwondo Canada operations.
- 8.2.6. The AC may make non-binding recommendations to the Board of Directors of Taekwondo Canada, the Executive Director, or other committees.

Section 9. Notices

9.1. Method of Giving Notices.

9.1.1. Any notice to be given, shall be sufficiently given:

9.1.1.1. if delivered personally to the person to whom it is to be given or if delivered to such person's address as shown in the records of the *Corporation*; or

9.1.1.2. if mailed to such person at such person's recorded address by prepaid ordinary or air mail; or

9.1.1.3. if sent to such person by telephonic, electronic or other communication facility at such person's recorded address for that purpose; or

9.1.1.4. if provided in the form of an electronic document in accordance with Part 17 of the *Act*.

9.1.2. A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; or when deposited in a post office or public letter box; or when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch.

9.1.3. The declaration by the secretary that notice has been given pursuant to this *Bylaw* shall be presumed to be sufficient of the giving of such notice.

9.1.4. The signature of any director or officer of the *Corporation* to any notice or other document to be given by the *Corporation* may be deemed acceptable by the board.

9.2. **Omissions and Errors.** The accidental omission to give notice of a Meeting of the Directors or the Members, the failure of any Director or Member to receive notice, or an error in any notice which does not affect its substance will not invalidate any action taken at the Meeting.

Section 10. Benefits and Service Community Registration with Taekwondo Canada

- 10.1. An individual ordinarily resident in Canada, engaged or registered to be engaged in activities under the *auspices* of the *Corporation* is required to be registered as an *Affiliate* in order to participate in or receive the benefit of programs, services or other benefits of the *Corporation* as may be determined or required by the board. For the sake of clarity the board may permit participation without being an *Affiliate* including for athletes not normally resident in Canada.
- 10.2. *Affiliates* are not Members and do not have the right to vote at any meetings but may attend and speak in portions of any general meeting of the *Corporation* to the extent designated or permitted for stakeholder engagement:
 - 10.2.1. under its *policies* or as limited in respect of any or all *Affiliates*, by the board and *published* prior to such meeting, or
 - 10.2.2. by direction of Chair at such meeting subject to resolution otherwise by the board or the members at such meeting.

Section 11. Dispute Resolution

- 11.1. **Mediation and Arbitration.** Disputes or controversies among members, directors, officers, committee members, or volunteers of the *Corporation* are as much as possible to be resolved in accordance with mediation and/or arbitration as provided in Section 11.2 of this *Bylaw*.
- 11.2. **Dispute Resolution Mechanism.** In the event that a dispute or controversy among members, directors, officers, committee members or volunteers of the *Corporation* arising out of or related to the *Articles* or *Bylaws*, or out of any aspect of the operations of the *Corporation* is not resolved in private meetings between the parties, then without prejudice to or in any other way derogating from the rights of the members, directors, officers, committee members, employees or volunteers of the *Corporation* as set out in the *Articles*, *Bylaws* or the *Act*, and as an alternative to such person instituting a law suit or legal action, such dispute or controversy shall be settled by a process of dispute resolution as follows:
- 11.2.1. A formal appeal shall be filed with the board within 20 days of the disputed matter or the last patent mutual attempt by the parties to resolve the matter, whichever is later.
- 11.2.2. If board does not resolve the dispute either party may file an appeal with the Sports Dispute Resolution Centre of Canada, if the matter is sports related. Only if the *Corporation* consents on a case by case basis will a matter in relation to governance of the *Corporation* or its member bodies, or their members, be entitled to be filed and heard by the Sports Dispute Resolution Centre of Canada.

Section 12. Effective Date of Bylaw

- 12.1. The board of directors may not make, amend or repeal any Bylaws that regulate the activities or affairs of the Corporation without having the by-law, amendment or repeal confirmed by the members by ordinary resolution. The Bylaw, amendment or repeal is only effective on the confirmation of the members and in the form in which it was confirmed.
- 12.2. This section does not apply to a Bylaw that requires a special resolution of the members according to subsection 197(1) (fundamental change) of the Act.

Schedule to Taekwondo Canada Bylaws Definitions and Other Interpretation Rules

1. *General application of definitions and interpretations*

- a. In bylaw 1 and all other bylaws of the *Corporation* the terms defined below, and the interpretations set out below, shall have the same meaning and shall be applied the same way in bylaw 1, all other bylaws of the *Corporation*, and in any *policies* or administration and management documents under any of them, unless the context otherwise requires.
- b. The invalidity or unenforceability of any provision of bylaw 1 shall not affect the validity or enforceability of the remaining provisions of the bylaw.
- c. For ease of reference only, and not so as to affect the meaning or the applicability of a definition, defined terms may be rendered in a different font or typeface within or under the *bylaw*.

<i>Act</i>	means the <i>Canada Not-for-profit Corporations Act</i> S.C. 2009, c.23 including the regulations made pursuant to the Act, and any statute or regulations that may be substituted, as amended from time to time.
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<i>Affiliate</i>	means an individual ordinarily resident in Canada, engaged or registered to be engaged in activities under the <i>auspices</i> of the <i>Corporation</i> . Affiliates are not members and do not have voting rights.
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<i>Articles</i>	means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the <i>Corporation</i>
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<i>Auspices</i>	in respect of the <i>Corporation</i> includes: <ol style="list-style-type: none"> a. a service, event or benefit provided by the <i>Corporation</i>, b. under the endorsement, guidance, sponsorship, support, sanction, or governance of the <i>Corporation</i>, including <i>policies</i> of the <i>Corporation</i>; and c. within the <i>Corporation's</i> purview as the World Taekwondo Federation's sole representative to, from, for and within Canada.
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<i>Board or Board of Directors</i>	means the board of directors of the <i>Corporation</i> , unless otherwise indicated by the context.
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<i>Bylaw, or By-law</i>	means bylaw 1 and any other bylaw or by-law, howsoever spelt, of the <i>Corporation</i> as amended and which are, from time to time, in force and effect.
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<i>Close Relative</i>	means a parent, brother, sister, child, aunt or uncle of a director and the child or <i>Spouse</i> of any of them.
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<i>Code of Ethics or Conduct</i>	means such policy or rules for conflict of interest, ethical conduct, and other codes of conduct, behavior or protocols as amended, supplemented, revised or restated from time to time by the board, and if required therein, includes the requirement to complete and submit a conflict of interest form.
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<i>Dan</i>	means the degree of black belt certified by the <i>Kukkiwon</i> for individuals greater than 16 years of age or such other age as specified by the <i>Kukkiwon</i> .
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<i>Director</i>	means a member of the board, unless otherwise indicated by the context.
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<i>Disqualifying Status from a National Leadership Position</i>	<p>means having the following status or a person who is:</p> <ol style="list-style-type: none"> a. not permitted to be a director under the Act; b. a merchant, manufacturer or producer of any kind of sports items pertaining to taekwondo or an employee, shareholder, partner, contractor, officer or director of same, unless permitted by a policy and the person files an accurate conflict of interest statement as required by the board (which may be an annual requirement); c. is a director, officer, administrator, owner, manager, or, in the sole opinion of the board, a principal of a taekwondo body under the auspices of the Corporation and having or claiming jurisdiction concerning taekwondo within and over substantially all a province or territory unless: <ol style="list-style-type: none"> i. permitted by a policy, or a candidate for or elected to the position of director for the Province Class; ii. the person files a conflict of interest statement as describe above; and iii. that body is a Registered Participant if, and to the extent, required by policy; d. a provider of services (which, for emphasis, also applies to the operation of a Taekwondo school or other sports schools) unless: <ol style="list-style-type: none"> i. permitted by a policy, or a candidate for or elected to the position of director for the National Interest Group for Clubs; and ii. the person files a conflict of interest statement as describe above; and iii. that body is a Registered Participant if, and to the extent, required by policy ;
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- e. an athlete active in competitive sparring, with points going toward national ranking, in Taekwondo within the last 6 months and not retired therefrom;
 - f. a member of a board concerning a martial art that is not Taekwondo if not expressly approved by the board and the person files a conflict of interest statement as describe above;
 - g. an un-discharged bankrupt or been bankrupt within one year previously;
 - h. currently subject to an arrangement or composition with creditors personally or in respect of a business that the person owns in whole or in part, or been in that state within one year previously;
 - i. guilty by a court of competent jurisdiction of an offence involving fraud, violence, sex, a hate crime, or that may otherwise bring the Corporation into disrepute.
 - j. found by the board to have breached the Corporation’s Code of Ethics or Conduct , provided that his provision cannot alone remove a Director;
 - k. required to be a Registered Participant but is not in good standing with that status; or
 - l. required to be a Registered Black Belt but is not in good standing with that status.
 - m. not fluent in English or French, and unable to provide confirmation of the ability to communicate verbally and in writing with the Board and members without the need of a translator.
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Executive Committee

means the committee of the board, as specified in these bylaws, that is to carry out the work of the board between board meetings, in accordance with the direction or terms of reference set by the board.

Executive Director

means the senior administrator employed by the Corporation, howsoever titled, as set out in these bylaws.

<i>Ex-officio</i>	<p>means a person designated as an ex-officio member entitled to notice and to attend meetings. At such meetings, unless stated otherwise in these bylaws, such a designated person may:</p> <ul style="list-style-type: none"> a. make motions; b. speak in debate; and c. vote. <p>In addition a person designated as an ex-officio member shall counted in determining whether or not quorum is present except:</p> <ul style="list-style-type: none"> d. the Chair, whenever the bylaws provide that the Chair shall be an ex-officio member of all committees (except the Nominating e. Committee); and f. if the ex-officio member is not a member, officer, or employee of the Corporation.
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<i>Fine</i>	<p>includes charges to a member, relating to the member, as or in the nature of:</p> <ul style="list-style-type: none"> a. discipline; or b. costs incurred by the Corporation in relation to: <ul style="list-style-type: none"> i. investigation from preparation through to completion; ii. preparation through to completion of disciplinary proceedings; iii. enforcement of any of the above or Terms of Membership.
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<i>Grandmaster</i>	<p>means a Kukkiwon certified 8th Dan or higher.</p>
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<i>Interest Conflicts or Conflict of Interest</i>	<p>means a potential, actual, or apparent conflict of interest and includes, without limitation, any circumstance in which:</p> <ul style="list-style-type: none"> a. a member or a Related Person has a direct or indirect economic interest or other personal benefit or advantage; b. a director owes a duty to someone other than the Corporation, in relation to the Corporation, its business or affairs, or the Taekwondo; or c. a director or a Related Person acquires or may reasonably anticipate acquiring, a direct or indirect economic interest or other personal benefit or advantage that a reasonable observer: <ul style="list-style-type: none"> i. may reasonably attribute to the director's position as such; or ii. may be concerned about the ability of the director to perform the duties of a director impartially without influence arising from conflict of interest; or about the integrity of the Corporation, the board or the Director.

<i>Kukkiwon</i>	means the body in Korea which regulates testing of taekwondo belts or the issuance of black belts and certification documents for, under, or associated with the World Taekwondo Federation.
<i>Majority Vote or Majority of Votes</i>	means a vote of over fifty percent (50%) of the total number of votes cast
<i>Meeting of Members</i>	means an annual meeting of members or a special meeting of members.
<i>Member</i>	means a member of the Corporation and/or the duly appointed representative, where permitted under these bylaws, as the case may be in accordance with the context.
<i>Membership Fees</i>	includes annual contribution, fees or dues, special assessments, and initiation fees charged to members.
<i>Office</i>	includes holding or serving in the office as director or Officer of the Corporation.
<i>Officer, or Officer of the Corporation</i>	means any individual occupying the position of Chair, Vice-Chair, Secretary, Treasurer, or such other officers as the board of directors may appoint.
<i>Person</i>	includes an individual, body corporate, partnership, trust and unincorporated organization.
<i>Policies, Procedures, or Rules</i>	as to any individual reference, version or collection of these terms, includes: policies, rules, regulations, and procedures howsoever named or titled, where the context refers to any of these created under the power of the board or Corporation.
<i>Poom</i>	means the black belt certification by the Kukkiwon for individuals less than 16 years of age or such other age as specified by the Kukkiwon.
<i>Publish</i>	in regards to a notice includes being sent by email, and posting in the news or announcement portion of the Corporation's website.
<i>Recognize</i>	means, in relation to an organization (whether incorporated or not), being recognized as having a particular status under ordinary resolution of the board of the Corporation, or in the case of recognition by an
<i>Registered Black Belt</i>	means an individual who has attained at least the 1st Dan or Poom from the Kukkiwon and each such belt has been registered with the Corporation in its registry of belt ranks.

<i>Related Person</i>	means a person, entity or association whose relationship to the individual is that of: <ol style="list-style-type: none"> a. a spouse or close relative; b. a corporate entity of which the member or a spouse or close relative of the individual: <ol style="list-style-type: none"> i. is a director or Officer; or ii. has direct or indirect ownership, control, or direction of securities, which in the aggregate: <ul style="list-style-type: none"> • have a value exceeding \$10,000; • produces an income greater than \$10,000 per annum; or • represent 5 per cent or more of the outstanding securities; c. a partnership of which the individual, or the Spouse or a Close Relative of the individual, is a partner (with an interest exceeding \$10,000), other than a limited partnership in which any such person is a limited partner; a trust or estate in which the individual or a Spouse or Close <i>Relative</i> of the individual, serves as a trustee or in a similar capacity or has a beneficial interest exceeding \$10,000.
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<i>Resolution or Ordinary Resolution</i>	means a resolution passed by a majority (more than 50%) of the votes cast on that resolution, unless identified as a special resolution.
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<i>Special Meeting of Members</i>	includes a meeting of any class or classes of members and a special meeting of all members entitled to vote at an annual meeting of members.
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<i>Special Resolution</i>	means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution.
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<i>Spouse</i>	includes a common law or same sex spouse.
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<i>Taekwondo</i>	means the Korean Martial Art, the standards of which are set and regulated globally by the World Taekwondo Federation.
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<i>Written or Writing</i>	means handwriting, printing, lithography, photography, and other modes of representing or reproducing words in a visible form, including messages sent by facsimile transmission or electronic mail.
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2. Interpretation

- a. Other than as specified as defined words and expressions under the bylaws those defined in the *Act* have the same meanings when used in the bylaws.
- b. Every document to which this section applies must be construed as seeking to achieve the objects of the *Corporation*, and must be given such fair, large and liberal construction and interpretation as best ensures the attainment of its objects.
- c. Any heading in line with text put not part of a grammatical sentence structure is provided for ease of reference and general context only, and shall not be used to limit or extend the meaning of the adjoining sentence. Also, for ease of reference only, and not so as to affect the meaning or the applicability of a definition, defined terms may be rendered in a different font, typeface, or color.
- d. Gender specific terms include all genders.
- e. In any *bylaw* words in the singular include the plural and vice-versa.
- f. If a word or expression is defined other parts of speech and grammatical forms of the same word or expression have corresponding meanings.
- g. Sections 26 to 30 of the *Interpretation Act* (R.S.C., 1985, c. I-21) shall apply for the computation of time or determination of a date or days (including where there is a reference to a number of days, time is expressed as limited for the doing a thing, or a time is expressed to begin or end).
- h. Any policy created under the power of the board or *Corporation* shall be subject to the *Articles* and the *bylaws*. In case of any conflict between any policy the bylaws or the *Articles*, the order of governance shall be first the *Act*, then the *Articles*, then the bylaws and then the policy and in like manner through rules to procedures, in that order.

3. Appeal of Interpretations

Any member may appeal the interpretation of the bylaws. Such appeal shall be submitted in writing to the Secretary or the Executive Director. The board of directors shall consider the matter at their next meeting. The member shall have the right to be present and address the board of directors prior to consideration of the matter and to be present at the time the matter is debated and voted upon. Only if that interpretation is patently unreasonable may the member appeal the interpretation and must do so without delay in accordance with the rules of the Sport Dispute Resolution Centre of Canada. Any delay beyond 30 days shall be deemed to the detriment of and prejudicial to the Corporation.