

By-law No. 1

A by-law relating generally to the conduct of the affairs of

Sport Manitoba Inc.

(the "Corporation" or "Sport Manitoba")

Table of contents

- Section 1 - General
- Section 2 - Membership – Matters Requiring Special Resolution
- Section 3 - Conflict of Interests
- Section 4 - Dissolution
- Section 5 - Directors
- Section 6 - Meetings of Directors
- Section 7 - Officers
- Section 8 - Notices
- Section 9 - Dispute Resolution
- Section 10 – Indemnification of Directors and Employees
- Section 11 – Amendments to By-Laws
- Section 12 - Effective Date

BE IT ENACTED as a by-law of the Corporation as follows:

Section 1 - General

1.01 Definitions

In this by-law and all other by-laws of the Corporation, unless the context otherwise requires:

- a. "Act" means The Corporations Act, C.C.S.M. c. C225, including the Regulations made pursuant to the Act, and any statute or regulations that may be substituted, as amended from time to time;
- b. "Articles" means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the Corporation;
- c. "Board" means the board of directors of the Corporation and "Director" means a member of the board;
- d. "By-law" means this by-law and any other by-laws of the Corporation as amended and which are, from time to time, in force and effect;
- e. "Chair" means the Chair of the Board appointed pursuant to section 7.01 a;
- f. "Director" means a member of the Board appointed pursuant to Section 5;
- g. "Meeting " includes a meeting of the Board;
- h. "Minister" means the Her Majesty the Queen in Right of the Province of Manitoba as represented by the Minister appointed with responsibility for Sport in Manitoba;
- i. "President and CEO" means President and Chief Executive Officer if any appointed pursuant to Section 7.01 e;
- j. "Regulations" means the regulations made under the Act, as amended, restated or in effect from time to time;

- k. "Secretary" means the Secretary of the Corporation, if any, appointed pursuant to section 7.01 c;
- l. "Treasurer" means the Treasurer of the Corporation, if any, appointed pursuant to section 7.01 d;
- m. "Vice-Chair" means the Vice-Chair of the Board appointed pursuant to section 7.01 b.

1.02 Interpretation

In the interpretation of this By-law, words in the singular include the plural and vice-versa, words in one gender include all genders, and "person" includes an individual, body corporate, partnership, trust and unincorporated organization.

Other than as specified in 1.01 above, words and expressions defined in the Act have the same meanings when used in these by-laws.

1.03 Mission

An athlete-centered Sport Manitoba leads and supports sport for life through access, participation, and achievement in sport by all Manitobans.

1.04 Vision

Sport Manitoba envisions creating the best sport community through initiative and leadership, and by establishing a highly supportive environment that will enhance the abilities of all Manitobans in their pursuit of excellence and in their joy of amateur sport.

1.05 Diversity

In all of its activities, Sport Manitoba is committed to diversity and inclusion.

1.06 Non-Profit

Sport Manitoba's business shall be carried on without pecuniary gain and any surplus or other accretions to Sport Manitoba shall be used to promote its purpose, goals and objectives.

1.07 Office(s)

The Head Office of Sport Manitoba shall be located at such location in the Province of Manitoba that the Board may from time to time determine and the Corporation may also establish other offices throughout Manitoba as may be required.

1.08 Corporate Seal

The Corporation may have a corporate seal in the form approved from time to time by the board. If a corporate seal is approved by the board, the secretary of the Corporation shall be the custodian of the corporate seal.

1.09 Execution of Documents

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Corporation may be signed by any two (2) of its officers or directors. In addition, 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. Any person authorized to sign any document may affix the corporate seal (if any) to the document. Any signing officer may certify a copy of any instrument, resolution, By-law or other document of the Corporation to be a true copy thereof.

1.10 Financial Year End

The financial year end of the Corporation shall be consistent with the financial year end of the Province of Manitoba.

1.11 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 a credit union regulated under The Credit Union and Caisse Populaires Act, C.C.S.M. c. C301 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.

Section 2 – Role of the Board

2.01 The role of the Board is to:

- a. implement the Government of Manitoba's Sport Policy;
- b. ensure effective management of the affairs of Sport Manitoba including appointment of a President and Chief Executive Officer;
- c. provide accountability to the people of Manitoba in all operations of the Corporation;
- d. oversee the development of strategic planning and risk management activities; and
- e. the extent possible, ensure that Sport Manitoba has adequate financial and human resources to meet its plans and objectives.

Section 3 - Conflict of Interests

3.01

Sport Manitoba and its officers shall follow the standards of conduct as outlined in the operations and policy manual adopted by Sport Manitoba. Any officer who does not follow such standard may be removed from office by resolution of the Board of Directors.

3.02

Any officer removed for violation of the Standards of Conduct shall be ineligible for re-appointment to the Board of Directors for period of not less than 3 years from the time of expulsion.

3.03

In this Section:

- a. "conflicting interest" means an interest, obligation or responsibility which:

- i. prefers, or appears to prefer, the interests of an officer of Sport Manitoba personally or of any external agency to those of Sport Manitoba; or
 - ii. adversely, or appears to adversely, affect the unbiased exercise of the responsibility of an officer of Sport Manitoba.
- b. "employee of Sport Manitoba" means any person with whom Sport Manitoba has a contract for service, whether on a full time, part time, seasonal, term or other basis.
 - c. "external agency" means any corporation, Board of Directors, committee, tribunal, or organization other than Sport Manitoba, its Board of Directors, and committees.
 - d. "immediate family" includes the spouse, child, sibling, parent, of an officer of Sport Manitoba, or the child, sibling, parent of the spouse of an officer of Sport Manitoba.
 - e. "officer of Sport Manitoba" means any director, officer, employee, or member of any standing committee of Sport Manitoba.

3.04

Officers of Sport Manitoba have a duty when acting on its behalf to carry out their responsibilities for the furtherance of the best interests of Sport Manitoba alone and shall avoid, in the exercise of their responsibilities on its behalf, conflicting interests.

3.05

1. Officers of Sport Manitoba shall not engage directly or indirectly in any personal business transaction or pursue any personal profit which accrues from or is based upon their position with Sport Manitoba.
2. Sport Manitoba shall not enter into any contract for the supply of goods or services with:
 - a. Any officer of Sport Manitoba, any member of the immediate family of an officer of Sport Manitoba, or any external agency of which an officer of Sport Manitoba or a 9 member of that officer's immediate family is a proprietor, partner, or majority shareholder unless:
 - i. The officer fully discloses his or her interest in such a contract in writing at the first reasonable opportunity;
 - ii. The officer has complied with his or her obligations under these guidelines; and
 - iii. The Board of Directors determine that such a contract will be in the best interest of Sport Manitoba.
 - b. any employee of Sport Manitoba, except the contract of employment and any renewals or amendments thereof between Sport Manitoba and the employee;
 - c. any member of the immediate family of an employee of Sport Manitoba or any external agency of which an employee of Sport Manitoba or a member of that employee's immediate family is a proprietor, partner, or majority shareholder; and
 - d. any former employee of Sport Manitoba, or any external agency of which a former employee of Sport Manitoba or a member of that former employee's immediate family is a proprietor, partner, or majority shareholder, unless the Chair decides that such a contract will be in the best interest of Sport Manitoba.

3.06

Any officer of Sport Manitoba, who serves on or with any external agency, shall not:

- a. while acting in the capacity of an officer of Sport Manitoba:
 - i. move, second, or vote on any motion relating to any matter which directly involves such external agency, and the interests of Sport Manitoba; or
 - ii. use the position of officer of Sport Manitoba to further the interest of such external agency relative to, to the detriment of, or within Sport Manitoba; no

- b. while acting in the capacity of officer of Sport Manitoba on or with such external agency act in any manner whatsoever which will compromise Sport Manitoba, that person's position as an officer of Sport Manitoba, or place that person in a conflict of interest relative to that person's duty as an officer of Sport Manitoba, including, without limiting the generality of the foregoing:
 - i. communicating information to such external agency concerning Sport Manitoba which is confidential or not of a public nature;
 - ii. undertaking to obtain or obtaining an advantage from Sport Manitoba or seeking to influence or influencing a decision of Sport Manitoba which is beneficial to such external agency to the detriment of Sport Manitoba; or
 - iii. representing as being policy of Sport Manitoba any policy which has not been approved or endorsed as such by Sport Manitoba.

3.07

Employees of Sport Manitoba shall not:

- a. have direct or indirect personal business or financial activities which conflict with their duties and responsibilities to Sport Manitoba;
- b. place themselves in a position where they are under an obligation to any person or organization which might benefit from improper consideration or favour on their part, or seek in any way to gain improper treatment from them in the discharge of their duties and responsibilities to Sport Manitoba; or
- c. use their position with Sport Manitoba as a source of business contacts while they are in the employ of Sport Manitoba.

3.08

1. Employees of Sport Manitoba shall disclose to the President and CEO, any situation or matter where they have a conflicting interest or a foreseeable potential for a conflicting interest.
2. The President and CEO, upon being advised by an employee of a conflicting interest or a potential conflicting interest under paragraph (1) shall:
 - a. render an opinion to the employee as to whether the interest disclosed breaches this Article; and
 - b. maintain a confidential file in which shall be kept the disclosure made by the employee and the opinion given to the employee by the President and CEO.
3. An employee who disputes the application of these guidelines or disputes the opinion of the President and CEO, given under paragraph (2) may appeal such application or opinion to an ad hoc committee of the Board of Directors established for the purpose of considering the dispute, which shall:
 - a. review the file maintained by the President and CEO under sub-paragraph (2) (b); and
 - b. make such further investigation as they deem necessary, including requiring the employee to attend before the committee; and
 - c. thereafter shall render a decision in writing, a copy of which shall be delivered to the employee and placed in the file maintained by the President and CEO, which decision shall be binding on the employee and Sport Manitoba.

Section 4 - Dissolution

4.01

In the event of dissolution of Sport Manitoba, all assets and/or liabilities shall be dealt with in accordance with the provisions of the Articles of Incorporation of Sport Manitoba.

Section 5 - Directors

5.01 Number

The Board shall consist of a maximum of sixteen (16) members.

5.02 Appointment

Directors shall be appointed as follows:

- a. five (5) by the Minister;
- b. five (5) who are elected by the Provincial Sport Organizations;
- c. one (1) to represent Manitoba athletes;
- d. one (1) to represent Rural Manitoba regions;
- e. one (1) on behalf of the Manitoba Games Council;
- f. one (1) representing Coaching Manitoba;
- g. one (1) representing Education Partners; and
- h. one (1) representing Sport Medicine.

5.03 TERM

Directors shall be eligible for a three (3) year term with eligibility to be re-appointed for one further three (3) year term.

5.04 LIMITATION

No person shall serve as a Director for a period exceeding six (6) consecutive years with the exception that the Chair's term may be extended by the Minister to allow for a minimum one (1) year orientation for a newly appointed Vice-Chair. Where a person has ceased to be a Director for a period of at least three (3) years, that person shall be eligible again for appointment to the Board.

Section 6 - Meetings of Directors

6.01 Calling of Meetings

Meetings of the Board may be called by the Chair, the Vice-Chair or any two (2) directors at any time provided that there shall be at least one (1) Meeting each fiscal quarter.

6.02 Notice of Meeting

Notice of the time and place for the holding of a meeting of the board shall be given to every director of the Corporation not less than seven (7) days before the time when the Meeting is to be held by one of the following methods:

- a. delivered personally to the latest address as shown in the last notice that was sent by the Corporation in accordance with section 109 (Meeting of directors) or 108 (Notice of change of directors);
- b. mailed by prepaid ordinary mail to the director's address as set out in (a);
- c. by telephone, electronic or other communication facility at the director's recorded address for that purpose; or
- d. by an electronic document.

Notice of a meeting shall not be necessary if all of the directors are present in person or by electronic means, and none objects to the holding of the meeting, or if those absent have waived notice of 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 by-law 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 110(3) (Limits on Authority) of the Act that is to be dealt with at the meeting.

6.03 Regular 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 and that the meeting can be attended by electronic means. 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.

6.04 Quorum

A quorum for a meeting of the Board shall be fifty (50) per cent plus one of the Directors then serving on the Board

6.05 Votes to Govern

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.

6.06 Vacating Office of Director

The office of Director shall be automatically vacated when any such Director:

- a. delivers a written resignation to the Secretary; or
- b. becomes bankrupt or takes the benefit of any legislation relating to bankruptcy or insolvency; or
- c. ceases to be a permanent resident of Manitoba; or
- d. does not attend three (3) Meetings in a fiscal year without providing reasons for such non-attendance satisfactory to the Board.

6.07

Subject to sub-paragraph b, any vacancy on the Board of Directors shall be filled with an individual appointed on the same basis as provided for in Section 5.02 from which the vacant position was appointed. The replacement Director shall complete the term of the person who created the vacancy. The appointment of the replacement shall occur within 30 days of the occurrence of the vacancy unless the vacancy occurs less than 90 days prior to the expiration of that particular Director's term.

6.08 Committees

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 regulations or directions as the board may from time to time make. Any committee member may be removed by resolution of the board of directors.

Section 7 - Officers

7.01 Description of Offices

Unless otherwise specified by the board which may, subject to the Act modify, restrict or supplement such duties and powers, the offices of the Corporation, if designated and if officers are appointed, shall have the following duties and powers associated with their positions:

- a. **Chair of the Board** - The Chair shall be a Director and is appointed by the Minister for a term of three (3) years. The Chair may hold office for up to two (2) three year terms and the Chair's term of office may be extended by the Minister to allow for a minimum one (1) year orientation for a newly appointed Vice-Chair. The Chair shall, when present, preside at all Meetings of the Board. The Chair shall have such other duties and powers as the Board may specify.
- b. **Vice-Chair of the Board** - The Vice-Chair shall be a Director and is appointed by the Minister for a term of three (3) years. The Vice-Chair may hold office for up to two (2) three year terms. If the Chair is absent or is unable or refuses to act, the Vice-Chair, if any, shall, when present, preside at all meetings of the Board. The Vice-Chair shall have such other duties and powers as the Board may specify.
- c. **Secretary** – If appointed by the Board, the Secretary shall attend and be the secretary of all meetings of the Board and committees of the Board. The Secretary shall enter or cause to be entered in the Corporation's minute book, minutes of all proceedings at such meetings; the secretary shall give, or cause to be given, as and when instructed, notices to members, directors, the public accountant and members of committees; the Secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation.
- d. **Treasurer** - If appointed by the Board, the Treasurer shall have such powers and duties as the Board may specify.
- e. **President and CEO** – If appointed the President and CEO will be the Chief Executive Officer of the corporation and shall be responsible for implementing the strategic plans of the corporation. The President and CEO shall, subject to the authority of the Board, have general supervision of the affairs of the corporation.

The powers and duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board or Chair 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.

7.02 Removal from Board

The Minister may remove any Director appointed by the Minister. Unless so removed, an officer shall hold office until the earlier of:

- a. the Director's successor being appointed,
- b. the Director's resignation,
- c. such Director ceasing to be a director (if a necessary qualification of appointment) or
- d. such Director's death.

If the office of any officer of the Corporation shall be or become vacant, the Minister or the Board, as the case may be, by resolution, appoint a person to fill such vacancy.

Section 8 - Notices

8.01 Method of Giving Notices

Any notice (which term includes any communication or document) to be given (which term includes sent, delivered or served), other than notice of a meeting of members or a meeting of the board of directors, pursuant to the Act, the articles, the by-laws or otherwise to a member, director, officer or member of a committee of the board or to the public accountant shall be sufficiently given:

- a. 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 in the case of notice to a director to the latest address as shown in the last notice that was sent by the Corporation in accordance with section 109 (Meeting of directors) or 108 (Notice of change of directors); or
- b. if mailed to such person at such person's recorded address by prepaid ordinary or air mail; or
- c. if sent to such person by telephonic, electronic or other communication facility at such person's recorded address for that purpose; or
- d. if provided in the form of an electronic document.

A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The secretary may change or cause to be changed the recorded address of any member, director, officer, public accountant or member of a committee of the board in accordance with any information believed by the secretary to be reliable. The declaration by the secretary that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. The signature of any director or officer of the Corporation to any notice or other document to be given by the Corporation may be written, stamped, type-written or printed or partly written, stamped, type-written or printed.

8.02 Invalidity of any provisions of this by-law

The invalidity or unenforceability of any provision of this by-law shall not affect the validity or enforceability of the remaining provisions of this by-law.

8.03 Omissions and Errors

The accidental omission to give any notice to any member, director, officer, member of a committee of the board or public accountant, or the non-receipt of any notice by any such person where the Corporation has provided notice in accordance with the by-laws or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

Section 9 - Dispute resolution

9.01 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 9.02 of this by-law.

9.02 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 by-laws, 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, by-laws 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:

- a. The dispute or controversy shall first be submitted to a panel of mediators whereby the one party appoints one mediator, the other party (or if applicable the board of the Corporation) appoints one mediator, and the two mediators so appointed jointly appoint a third mediator. The three mediators will then meet with the parties in question in an attempt to mediate a resolution between the parties.
- b. The number of mediators may be reduced from three to one or two upon agreement of the parties.
- c. If the parties are not successful in resolving the dispute through mediation, then the parties agree that the dispute shall be settled by arbitration before a single arbitrator, who shall not be any one of the mediators referred to above, in accordance with the provincial or territorial legislation governing domestic arbitrations in force in the province or territory where the registered office of the Corporation is situated or as otherwise agreed upon by the parties to the dispute. The parties agree that all proceedings relating to arbitration shall be kept confidential and there shall be no disclosure of any kind. The decision of the arbitrator shall be final and binding and shall not be subject to appeal on a question of fact, law or mixed fact and law.

All costs of the mediators appointed in accordance with this section shall be borne equally by the parties to the dispute or the controversy. All costs of the arbitrators appointed in accordance with this section shall be borne by such parties as may be determined by the arbitrators.

Section 10 – Indemnification of Directors and Employees

10.01

The following definitions shall apply to this By-Law:

- a. "Claims" includes all manner of actions, causes of action, suits, claims, demands and proceedings which may be brought or made against an employee;
- b. "Employee" means a person who was in the employment of the Corporation or a Director of the Corporation at the time of any occurrence, or non-occurrence or any part thereof, giving rise to a claim;
- c. "Employment" in the case of an employee means employment by the Corporation, and in the case of a Director means a member of the board;
- d. "Director" means any member of the Board at the time of any occurrence or non-occurrence or any part thereof, giving rise to a claim; and includes an officer of, or a member of the Board of the Corporation who is appointed to a board of a corporation in which the Corporation is a shareholder.
- e. "Other person" means an individual who has been appointed to sit on a Committee or any individual who has undertaken or about to undertake any liability on behalf of the Board.

10.02

The Corporation and the successors and assigns for the Corporation shall defend, indemnify and save harmless every Director, Employee and Other Person and the heirs, executors and administrators of every Director, Employee and Other Person from and against every claim for loss, costs, damages and expenses with respect to, or in any way arising out of, anything in good faith done, or not done, or caused, permitted or authorized to be done or not to be done, by the Director or Employee or Other Person in the course of or supposed course of employment, providing the conduct which gave rise to the claim did not include any dishonest, fraudulent, criminal or malicious act or omission on the Director's or Employee's or Other Person's part, all of the foregoing being collectively referred to as "the indemnity".

10.03

- a. The Corporation and the successors and assigns of the Corporation forever remise, release, acquit and discharge every Director, Employee and Other Person and the heirs,
- b. executors and administrations or every Director, Employee and Other Person of an from all claims which the Corporation has had or now has or hereafter can, shall or may have, for, or by reason or in any way arising out of, anything in good faith done, or not done, or caused, permitted or authorized to be done, or not done, by the Director or Employee or Other Person in the course of, or supposed course of Employment, provided the conduct which gave rise to the claim did not include any dishonest, fraudulent, criminal or malicious act or omission on the Director's or employee's part all of the foregoing being collectively referred to as "the release".

10.04

In the event and each time that a claim to which the indemnity applies is brought against a Director or Employee or Other Person, the following shall apply:

- a. Upon being served with notice of the claim the Director or Employee or Other Person shall advise the Chief Executive Officer of the Corporation of the claim;

- b. A preliminary determination shall be made by the Corporation as to whether indemnification of the Director or Employee or Other Person is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 10.02.
- c. If the preliminary determination described in clause b.:
 - i. is that indemnification is proper in the circumstances, there shall be delivered to the Corporation an undertaking by or on behalf of the Director or Employee or Other Person, in form satisfactory to the Corporation's counsel, that any loss, costs, damages or expenses paid by the Corporation on behalf of the Director or Employee or Other Person will be repaid to the Corporation if it shall ultimately be determined that such person failed to meet the applicable standard of conduct set forth in Section 10.02;
 - ii. is that indemnification is not proper in the circumstances, the Director or Employee or Other Person will be solely responsible for the conduct of the defence and the payment of any damages or costs resulting there from, subject always to his/her right to contest the preliminary determination made hereunder and to pursue indemnity from the Corporation for all legal costs and damages in the event that it is determined that the employee or Director in fact met the applicable standard of conduct set forth in Section 2.
- d. Upon receiving notice of a claim in accordance with clause (a), and after a positive preliminary determination has been made and the undertaking provided, the Director or Employee or Other Person and the counsel for the Corporation shall meet and appoint counsel acceptable to both parties. Should parties be unable to agree on counsel, the Corporation shall unilaterally appoint counsel. The Corporation accepts responsibility for the conduct of the action, and the Director or Employee or Other Person must cooperate with counsel;
- e. The Corporation shall pay any damages or costs awarded against the Director or Employee or Other Person in the claim;
- f. The Corporation shall pay any sum required to be paid by the Director or Employee or Other Person in connection with the settlement of the claim if such settlement is approved by the Corporation before the same is finalized;
- g. The Corporation shall pay all legal fees, costs and disbursements in the claim;
- h. If the Director or Employee or Other Person fails to cooperate fully with his or her counsel at all times, the Corporation may abrogate the release and the indemnity;
- i. Notwithstanding Sections 10.02 and 10.03, the release and the indemnity afforded a Director or employee or other person shall apply only to the extent that the Director or Employee or Other Person is not covered by any scheme or professional or other liability insurance. If the Director or Employee or Other Person is covered by such scheme of professional or other liability insurance, the release and the indemnity afforded a Director or Employee or Other Person shall apply only that part of such claim which is in excess of the amount recoverable or recovered from such insurance. In the case of a dispute as to the eligibility of a claim made by a Director or Employee or Other Person against a scheme of professional or other general liability insurance, the Corporation shall, upon receipt from the Director or Employee or Other person of a properly executed assignment to the Corporation of that claim, pay all damages, costs legal fees and disbursements contemplated by Section 4, and the Corporation shall be subrogated to the rights of the Director or Employee or Other Person against the insurer with respect to the disputed claim, and may sue on these rights in the name of the Director or Employee or Other Person;
- j. The release and the indemnity are effective retroactively to the date the Director or Employee or Other Person was appointed a member of the Board or commenced Employment;
- k. The release and the indemnity shall in no way affect the rights of the Corporation, its successors and assigns, to discipline or dismiss any Employee for just cause for anything done, or not done, or caused, permitted or authorized to be done, or not done, by the employee in the course of, or supposed course of Employment;
- l. Notwithstanding Sections 10.02 and 10.03, the release and the indemnity shall not apply to the operation of a motor vehicle, as defined in The Highway Traffic Act, by any Employee or Director or Other Person in the course of, or supposed course of, Employment.

Section 11 – Amendments to the By-Laws

11.01

Subject to sub-paragraph 11.01 (2) hereof, the By-laws may be enacted, amended, repealed, or re-enacted by the Board at any duly called and constituted meeting of the Board.

11.02.

Every such enactment, amendment, repeal or re-enactment is effective from the time of its passing, provided:

- a. at least 10 directors voted in favour of same; and
- b. it is confirmed, with or without variation, by the Minister.

11.03

Notices to enact, amend, repeal, or re-enact By-laws may be presented by any Director provided that such notice is made in writing and given to the Chair and the Secretary not later than fourteen (14) days prior to the date of a meeting of the Board to consider the notice.

11.04

This notice is deemed to have been given on the day that such letter is:

- a. deposited and date stamped at a post office; or 2
- b. sent by facsimile transmission, provided that such original letter follows by post: and addressed to the Chair and the Secretary at the head office address of Sport Manitoba.

11.05

The notice given shall contain details of any such enactment amendment, repeal, or re-enactment.

Section 12 - Effective date

12.01 Effective Date

Subject to matters requiring a special resolution, this by-law shall be effective when made by the board.

CERTIFIED to be By-Law No. 1 of the Corporation, as enacted by the directors of the Corporation by resolution on the 17 day of April, 2018.

Dated as of the 6 day of June, 2018.



Dave Patsack, Chair, Sport Manitoba