

Ruling of Canadian Interuniversity Sport (CIS) Discipline Committee With respect to the hosting of the 2008 Mitchell Bowl (football)

July 13, 2009

Discipline Committee Members:

Pat Murray, Professor, York University (chair)
Michelle Healey, Athletic Director, Memorial University of Newfoundland
Liz Hoffman, Athletic Director, University of Toronto
Katie Sheahan, Athletic Director, Concordia University
Sandy Slavin, Athletic Director, University of Lethbridge

PROCESS:

In accordance with Section 90.40 – Conduct and Enforcement: Complaints, Investigation and Discipline Policy of the 2008 Canadian Interuniversity Sport (CIS) Policies and Procedures, the CIS Discipline Committee determined on July 13 that the University of Western Ontario (“UWO”) was in breach of the protected automotive sponsorship category provisions of the 2008 Mitchell Bowl Championship Agreement (“the Agreement”). Specifically, whereas Mitsubishi was to be the exclusive protected automotive sponsor at the 2008 Mitchell Bowl Championship (“the Event”), UWO, as host, permitted the presence of another competitor’s automotive company’s vehicles and signage (“Other Vehicles and Signage”) at the Event. The actions of UWO resulted in significant lost Event sponsorship revenues and the early termination of the CIS – Mitsubishi partnership.

DETAILS

- In preparation for the Event, UWO staff offered to coordinate the delivery and presence of Mitsubishi vehicles for the Event.
- In its preparations for the Event, UWO staff made a decision to permit the display of Other Vehicles at the main entrance to the venue. UWO staff did not request permission for this association from CIS as required by the Agreement.
- On the day preceding the Event, no Mitsubishi vehicles were delivered to the venue. Although UWO was aware of the absence of Mitsubishi vehicles on the day preceding the Event, no inquiries were made to determine if the vehicles would be delivered.
- In addition to its preparations for hosting the Event, the UWO was hosting several other athletic events over the course of that particular weekend, as well as contending with the clean-up associated with a winter storm that occurred on the day preceding the Event.
- On the day of the Event, and with no Mitsubishi vehicles having been delivered, UWO made the decision to place Other Vehicles at the main entrance to the venue, as well as on the periphery of the playing field where Mitsubishi vehicles were to have been placed.
- The CIS representative whose responsibility it was to monitor the national level sponsor servicing elements of the Event, was unable to distinguish the cars within the stadium as being competitors of Mitsubishi, and therefore was not aware of the issue.
- A Mitsubishi promotions team was onsite at the venue on game day, and although they noticed the presence of Other Vehicles and reported the presence to Mitsubishi corporate following the game, there was no communication with UWO or CIS staff at the venue.
- The presence of Other Vehicles on the periphery of the playing field was recognized by UWO, however, UWO decided to leave the cars as placed. Further, UWO did not



communicate the presence of the Other Vehicles within the stadium to the CIS staff at the venue.

- With respect to the Other Vehicle company signage at the venue, there were two semi-permanent signs at the base of each of the two grandstands of the stadium. UWO did not ask CIS approval for these signs as required by the Agreement. The UWO, as well as the CIS representative, assumed that semi-permanent and permanent signs such as that were permissible. There were no discussions between the CIS and the UWO regarding the signage on the day of the Event.
- In all other respects, including providing other accommodations and sponsor servicing to Mitsubishi, the UWO satisfied the provisions of the Agreement.

Regulations in Issue

The applicable requirements and parameters of the Agreement that are confirmed to have been breached by the UWO include:

- 1.18 *To accept that the rights to the sponsorship categories listed below are the exclusive property of Canadian Interuniversity Sport, unless specifically excluded in writing by Canadian Interuniversity Sport.*

Protected Categories:

1. *Inflatables (Official Supplier) – Wilson*
2. *Financial Services – Desjardins*
3. *Automotive (Car Manufacturer) – Mitsubishi Motors*
4. *Merchandise – Russell Athletics*

To acknowledge that Canadian Interuniversity Sport sponsors which fall into one of these Protected Categories are “Protected Sponsors”.

- 1.23 *To ensure that any sponsors solicited by The University of Western Ontario receive written permission from Canadian Interuniversity Sport prior to the public display or use of any promotional materials associated with the Championship. Canadian Interuniversity Sport shall not unreasonably withhold such permission. The University of Western Ontario further agrees to ensure that any such promotional materials adhere to the requirements of section 1.29 herein.*

IT IS DETERMINED THAT:

1. The UWO was responsible for the presence of Other Vehicles and signage at the Event.
2. UWO made a conscious decision to display Other Vehicles at the main entrance to the venue.
3. The decision to have Other Vehicles present at the entrance of the venue, without the requisite approval from CIS, resulted in the eventual placement of Other Vehicles by UWO inside the stadium. This presence of Other Vehicles in the stadium was subsequently acknowledged as a breach of the Agreement by the UWO and an apology was provided to CIS.
4. UWO was further in breach of the Agreement when, upon recognition that Other Vehicles had been placed within the stadium, they failed to obtain permission of the CIS representative in attendance. Although it may not have been practical to remove the vehicles from the stadium at the time of recognition, other action could have been taken, such as covering the vehicles and / or moving the vehicles to another location of

the stadium such that the vehicles would not be visible during the national television broadcast.

5. UWO further did not recognize the requirement to request CIS approval for the presence of its semi-permanent signage within the stadium for the event. Although it may not have been practical to remove the signage, other action could have been taken to negate its presence, such as covering the signage. Nevertheless, the Agreement required identification of the signage and prior approval for its presence.
6. The CIS incurred significant damages as a result of the lost sponsorship revenue associated with the Event and the early termination of the Mitsubishi – CIS partnership that resulted from the breaches of the Agreement.
7. There were other mitigating circumstances surrounding these breaches, such as the hosting of other athletic events at the UWO on the same weekend, the fallout of a winter storm the day before, and the fact that the CIS working delegate had not recognized these issues on game day; the Committee considered these when it determined the sanctions to be imposed.
8. The UWO has been cooperative in bringing this matter to resolution.
9. The above determinations are made without prejudice and subject to change should subsequently discovered facts or evidence suggest otherwise.

THE FOLLOWING SANCTIONS ARE IMPOSED:

1. The UWO is hereby fined \$5,000 for the breaches of the Agreement, payable to CIS by September 30, 2009;
2. The UWO shall make partial restitution for the damage caused by the breaches of the Agreement in the amount of \$25,000, payable to CIS by September 30, 2009.
3. The UWO shall pay \$1,000 to the CIS for its costs of these proceedings, payable to CIS by September 30, 2009.

The Committee also notes that UWO has cooperated fully in the investigation of this matter.