



DISPUTE RESOLUTION POLICY

Definitions

1. The following capitalized terms shall have the following meanings within the Dispute Resolution Policy:
 - a. “*Policy*” shall refer to this Dispute Resolution Policy unless otherwise stated;
 - b. “*Members*” shall refer to all categories of members within AthletesCAN, as well as to all individuals engaged in activities with or employed by AthletesCAN, including, but not limited to directors, officers, athletes, administrators, volunteers, employees (including contract personnel), interns and other members.
 - c. “*Parties*” shall refer to the Members who are having a dispute.

Policy Statement

2. AthletesCAN supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, mediation and arbitration as effective ways to resolve disputes with and among members, and to avoid the uncertainty, costs and other negative effects associated with litigation. As such, this Policy outlines an ADR mechanism for managing and resolving internal disputes, controversies, allegations of conflict or other disputes that Parties choose to attempt to resolve through ADR.

Application

3. This Policy applies to disputes with and among Members.

Negotiation

4. AthletesCAN encourages all Members to communicate openly and to collaborate in using problem-solving and negotiation techniques to resolve their differences. In almost all cases a negotiated settlement is preferable to any outcome achieved through other dispute resolution techniques, and negotiated resolutions to disputes with and among Members are strongly encouraged.

Facilitation and Mediation

5. Opportunities for facilitation and mediation may be pursued at any point in a dispute within AthletesCAN where it is appropriate and where the disputing Parties agree that such a course of action would be mutually beneficial.
6. Where mediation is pursued, it will be done through the Sport Dispute Resolution Centre of Canada (“SDRCC”). If the SDRCC forum is not available to the Parties, it will be done according to standard mediation practice using a trained mediator who is acceptable to the Parties.
7. Any mediation shall be initiated by service of a written demand for mediation by one of the Parties to a dispute.
8. The costs of mediation will be shared equally by the Parties.

Arbitration

9. If within thirty (30) days of service of a mediation notice or any other time limits as agreed by both Parties, the mediation does not result in settlement of the dispute, and all other AthletesCAN internal remedies have been exhausted including negotiation, facilitation, and/or appeals then such unresolved dispute, controversy or claim shall be settled by arbitration.
10. Where arbitration is pursued, it will be done in accordance with the rules of the SDRCC or where this forum is not available to the disputing Parties, it will be done according to standard arbitration practice using a trained arbitrator who is acceptable to the Parties.
11. The Parties involved in a dispute may also mutually agree to bypass internal avenues of dispute resolution, including appeals, and may directly pursue opportunities for arbitration.
12. Where a dispute is referred to arbitration, all Parties to the original dispute will become Parties to the arbitration.
13. Unless there is a mutual written agreement between all Parties with respect to costs, costs related to the arbitration will be determined by the arbitrator.
14. The Parties to arbitration will enter into a written Arbitration Agreement that will specify that the decision of the arbitrator will be final and binding upon the Parties and not subject to any further review by any court or any other body.

No Legal Action

15. No action, application for judicial review or other legal proceeding will be commenced against AthletesCAN respecting a dispute, unless the remedies afforded by this Policy have not been offered or have been exhausted. In no case may a party pursue legal action against AthletesCAN in respect of arbitration, for which the Parties have entered into a written Arbitration Agreement.