

SPORT DISPUTE RESOLUTION CENTRE OF CANADA

SDRCC

Internal Dispute Resolution Policy

Final Version

Adopted by resolution of the Board of Directors, April 7, 2005

Revised by resolution of the Board of Directors, May 22, 2015

Revised by resolution of the Board of Directors, March 31, 2016

SDRCC

Internal Dispute Resolution Policy

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1. Objectives of the Policy

The SDRCC recognizes the right of its employees, volunteers, roster members and consultants to a fair and expeditious process to resolve disputes which may arise from controversies, allegations of conflict of interest or other claims. The objective of this policy is to set out such a process.

2. Scope

Any employee, volunteer, roster member or consultant of the SDRCC who is affected by a decision of the Board of Directors, of any committee of the Board of Directors, or of an individual who has been delegated authority to make decisions on behalf of its Board of Directors, has the right to appeal that decision under the procedure outlined in this policy.

Notwithstanding the above, this policy will not apply to:

- decisions rendered by arbitrators, mediators or resolution facilitators of the SDRCC under the Canadian Sport Dispute Resolution Code, as amended from time to time by its Board of Directors; and
- decisions relating to matters for which another appeal process already exists under the applicable law or contract.

3. Initiation of a Procedure

Any employee, volunteer, roster member or consultant of the SDRCC will have thirty (30) days from the date of the communication of a decision to file a notice of disagreement. Such notice, identifying the impugned decision and outlining the grounds of the dispute, must be filed in writing with the Chief Executive Officer of the SDRCC or, if the decision was rendered by the Chief Executive Officer, with the Chairperson of the SDRCC Complaints Committee.

Upon receipt of a notice of disagreement, the Chief Executive Officer or Chairperson of the Complaints Committee, as applicable, will initiate a dispute resolution process as outlined below.

4. Mediation

The resolution of any internal dispute shall initially be attempted through a mediation process. Absent a mutual written agreement stating otherwise, the mediation shall be conducted pursuant to the *National Mediation Rules* of the *ADR Institute of Canada*, and a Mediator appointed pursuant to Rule 5.2 of such Rules within fifteen

(15) days of receipt of the notice of disagreement. The mediation shall take place by conference call, unless otherwise agreed by all parties.

5. Arbitration

If within thirty (30) days of the start of the mediation process, or any other time limits as agreed by all parties, the mediation does not result in a mutually agreed upon settlement of the dispute, then such unresolved dispute, controversy or claim shall be finally settled by arbitration.

In the absence of a mutual written agreement of the relevant parties to a dispute, the Arbitration Rules of the *ADR Institute of Canada* shall apply. A single Arbitrator shall be appointed and the arbitration shall take place by conference call, unless otherwise agreed by all parties. The seat of arbitration will be Quebec, Canada.

By agreement, parties may proceed on different timelines than those prescribed by the *ADR Institute of Canada*.

6. Official Languages

The language of all internal dispute resolution proceedings, including the mediation and arbitration of such, will be the official language of choice of the person filing the notice of disagreement.

7. Costs

Parties will bear their own expenses throughout the internal dispute resolution proceedings, including the cost of legal representation and travel. The SDRCC will bear the cost of filing fees to the *ADR Institute of Canada* for both the mediation and the arbitration process.

Parties will share equally the cost of the mediation and/or arbitration process, including the Mediator and/or Arbitrator fees and the cost of any facility rental as may be required. In the event of a procedure initiated by an SDRCC employee, the costs of the mediation and the arbitration process will be borne entirely by the SDRCC.

In all dispute resolution proceedings initiated under this policy, the Arbitrator may award costs to either parties as deemed justified in the circumstances of each case.

8. Final and Binding

The ruling of the Arbitrator shall be final and binding upon all parties.