

Sport Law Connect Program

Guidelines

March 2019

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PREFACE

The Sport Law Connect Program (SLCP) was created to provide law students, young graduates and individuals in the process of obtaining their Qualified Mediator (Q.Med) or Qualified Arbitrator (Q.Arb) designation (hereinafter “Participants”) interested in Alternative Dispute Resolution (hereinafter “ADR”) and sport meaningful opportunities to apply and refine their skills within their respective local sport communities by providing Facilitation services and acting as Panel Members. The purpose of this document is to outline the processes and requirements for Participants involved in the SLCP.

1. DEFINITIONS

- (a) “Adjudicator” means a Participant who meets the qualifications determined in this document to sit as sole Panel Member to resolve a dispute and is appointed as such under the SLCP in accordance with its Appeal Rules;
- (b) “ADRIC” means ADR Institute of Canada;
- (c) “Appeal” means an adjudication process where a Panel must render a decision regarding a Sports-Related Dispute as defined in Article 1(w) hereof;
- (d) “Chairperson” means the individual who presides a Panel as defined in Article 1(k)(ii);
- (e) “Conflict of Interest” means a situation whereby an individual has a private or personal interest sufficient enough to appear to influence the objectivity of his or her function as a decision maker;
- (f) “Declaration of Independence” has the meaning ascribed thereto in Article 5.2.5;
- (g) “Designated Provincial Administrator” (hereinafter “DPA”), means the provincial organization in charge of administering the Request as defined in Article 1(r), from a Provincial Sport Organization (hereinafter “PSO”) with a Sports-Related Dispute to resolve;
- (h) “Facilitation” means a non-binding and informal procedure, in which each Party undertakes in good faith to negotiate with all other Parties, with the assistance of a Facilitator, with a view to settling a Sports-Related Dispute;
- (i) “Facilitator” means a Participant who meets the qualifications determined in this document to facilitate the resolution of a dispute and is appointed as such under the SLCP in accordance with the Facilitation Rules;
- (j) “Outcome” means either settlement between Parties, continuation of procedures or termination of procedures pursuant to either Article 6.1 of the SLCP Facilitation Rules or Article 4.2 of the SLCP Appeal Rules;
- (k) “Panel” means, where the context requires:
 - (i) A single Adjudicator appointed to hear an Appeal;
 - (ii) Three individuals appointed as Panel Members, one of whom shall be designated as the Chairperson;

- (l) “Panel Member(s)” means one or more individuals named by the Parties to act as an Adjudicator or appointed by the DPA to a SLCP case;
- (m) “Participant(s)” means law students, young graduates and individuals in the process of obtaining their Qualified Mediator (Q.Med) or Qualified Arbitrator (Q.Arb) designation enrolled in the SLCP;
- (n) “Party(ies)” means:
 - (i) Any Person affiliated with a PSO and any participant in an event or activity sanctioned by a PSO who is entitled to participate in a SLCP Facilitation or Appeal pursuant to the applicable policy(ies) of the PSO;
 - (ii) Any Affected Party;
- (o) “Person(s)” means a natural person or an organization or other entity;
- (p) “PSO” means Provincial Sport Organization;
- (q) “Regional Affiliates” means a provincial or territorial branch of ADRIC;
- (r) “Request” means a Request for Dispute Resolution, which is the document filed by Parties to initiate a dispute resolution mechanism pursuant to SLCP Guidelines and Rules as defined in Article 1(s);
- (s) “Rules” means the SLCP Facilitation Rules and Appeal Rules;
- (t) “SLCP” (or the “Program”) means the Sport Law Connect Program;
- (u) “SLCP Administrators” means the Sport Dispute Resolution Centre of Canada (hereinafter “SDRCC”) and the DPA;
- (v) “SLCP Participant Agreement” has the meaning described in Article 3.1 hereof; and
- (w) “Sports-Related Dispute” means a dispute affecting participation of a Person in a sport program or a sport organization. Such disputes may include (but are not limited to) those related to:
 - (i) Team selection;
 - (ii) A decision made by a PSO board of directors, a committee thereof or an individual delegated with authority to render a decision on behalf of a PSO or its board of directors, which affects any Member of a PSO; and
 - (iii) Any dispute affecting participation of a Person in a sport program or a sport organization, for which an agreement to conduct an SLCP Facilitation or Appeal has been entered into by the Parties.

2. PROGRAM ENTRY - OVERVIEW AND ELIGIBILITY

2.1. Involvement Opportunities

Students currently enrolled in a Canadian university law program are eligible to partake in the SLCP, as well as any individual having achieved the designation of Qualified Mediator (Q.Med) or Qualified Arbitrator (Q.Arb) of the ADR Institute of Canada and its Regional Affiliates.

The roles potentially played by SLCP Participants will be determined by academic and/or professional prerequisites, set out into four (4) tiers as defined below. All SLCP Participants will be required to complete the mandatory training module on *ADR and the Canadian sport system*, to provide the SDRCC with all the necessary information for registration, and complete and sign the SLCP Participant Agreement and Code of Conduct.

2.2. Prerequisite Tier Table

The table below illustrates the academic and/or certification requirements of the four (4) SLCP Tier groups and the roles that Participants in each Tier are eligible to take on.

| Minimal Training Completed | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
|--|--------|--------|--------|--------|
| ADR and the Canadian Sport System Module | ✓ | ✓ | ✓ | ✓ |
| Alternative Dispute Resolution | ✓ | | | |
| Administrative Law | | ✓ | | |
| Evidence <u>or</u> Contract Law | | ✓ | | |
| Q.Med Training Program | | | ✓ | |
| Q.Arb Training Program | | | | ✓ |
| Admissible Roles in SLCP | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Facilitator | ✓ | | ✓* | |
| Three-person Panel Member or Chairperson | | ✓ | | ✓* |
| Sole Adjudicator | | | | ✓* |

* In certain circumstances, the DPA may determine that the nature and/or complexity of a dispute warrants the intervention of a more experienced and trained individual (such as harassment allegations, suspected fraud or misuse of funds, workplace issues, etc.) In such cases, one or more individuals from Tiers 3 and 4 only will be appointed.

2.3. Complementary SLCP Training for Tier 1 and Tier 2 Participants

Recognizing that the structure of some of the university course offerings may not allow some students to take on the prerequisites until the final months of their degree, two complementary training modules will be available to be taken as equivalencies. Such modules will be administered by the SDRCC and offered in the form of seminars or webinars, at a frequency to be determined by the SDRCC based on needs and available resources.

The module “*Acting as a Facilitator*”, where successfully completed by a student, will be recognized as an equivalence to the Alternative Dispute Resolution course.

The module “*Acting as a Panel Chairperson*”, where successfully completed by a student, will be recognized as an equivalence to the Administrative Law course.

Additional condensed training modules on Evidence and on Contract Law may also be provided at a later stage.

2.4. Academic / Professional Recognition

Tiers 1 and 2 Participants may be eligible for university credits for their involvement in the SLCP. Criteria are to be determined with each partner university individually. Participants will be informed upon registration if the SLCP is recognized for credits by their respective law faculties.

For Tiers 3 and 4 Participants, time spent on cases assigned to them through SLCP may be recognized as practical hours by their Regional Affiliates of ADRIC towards the obtention of their C.Med and C.Arb designations. The list of participating ADRIC branches is maintained by the SLCP Administrators.

3. PROGRAM REQUIREMENTS

3.1. Participant Agreement

SLCP Participants will sign an agreement to respect the policies and procedures of the Program including, but not limited to: the eligibility requirements, the mandatory training, the Facilitation Rules, the Appeal Rules, a Declaration of Independence with sport organizations susceptible of being Parties, the present document, the Code of Conduct, the Reimbursement of Expenses Policy and any other administrative requirements.

The Participant Agreement will automatically expire:

- For Tier 1 and Tier 2 Participants, upon leaving the law school program, whether by graduation, by abandon or otherwise;
- For Tier 3 and Tier 4 Participants, after the completion of the mandatory practical hours to obtain the C.Med or C.Arb designation, as applicable;
- Upon a Participant voluntarily withdrawing from the Program; or
- Upon the Participant being expelled from the Program for non-compliance.

It is the Participants' duty to advise the SDRCC of any change in their academic or professional status as it may affect their standing within the Program.

Participants may withdraw from the Program at their own request by way of written notice to the SDRCC and to the DPA.

Opportunities for continuation within the SLCP are discussed further in Article 4.3.

3.2. Legal or Professional Advice

The SLCP Participants shall not provide legal or professional advice to anyone as part of the services offered through the SLCP, even if they are qualified to do so.

If the Participant chooses to express personal views or opinions on the matters in dispute, or to raise a concern with the Parties when a question of legal nature arises, it shall be made clear at all times that it does not constitute advocacy on behalf of a Party nor legal or professional advice to any of the Parties. Participants known to have provided legal advice while acting under the SLCP shall be expelled immediately from the Program.

3.3. Volunteer Status and Liability Insurance

It is understood that Tiers 3 and 4 Participants are obligated to carry liability insurance as the designation requirements for Q.Med, Q.Arb, C.Med, and C.Arb.

Notwithstanding the above, SLCP Participants are not obligated to carry liability insurance. The sport organizations that request dispute resolution services through the SLCP shall have a Directors & Officers liability insurance policy in good standing that covers the SLCP Participants as volunteers acting on behalf of their organization.

Such liability coverage will only apply as long as Participants do not accept any form of remuneration for their work accomplished under the SLCP umbrella. Reimbursement of out-of-pocket expenses as per the SLCP Reimbursement of Expenses Policy does not constitute remuneration.

3.4. Code of Conduct

The Code of Conduct (hereinafter the “Code”) sets out the standards of conduct governing the professional and ethical responsibilities of the SLCP Participants. It is intended to complement existing legal and professional requirements. Participants are required to respect the Code of Conduct at all time. It will be provided to Participants electronically upon their registration in the SLCP. Such Code may be amended from time to time.

3.4.1. Complaints Process

A complaint may be filed against a SLCP Participant based on an alleged breach of the Code of Conduct while providing dispute resolution assistance as part of a case assigned through the SLCP. Upon receipt of such complaint, the SDRCC and the DPA will investigate the allegation. The Complaints Process can be found in Article 7 of the Code of Conduct.

3.4.2. Violation of the Code of Conduct

A Participant found to have breached the Code will be subject to sanctions ranging from a written warning to expulsion from the program, depending on the severity of the violation. The decision of the SDRCC and the DPA will be final and may not be appealed. More detailed information regarding the applicable sanctions can be found in Article 6 of the Code of Conduct.

4. OTHER PROGRAM OPPORTUNITIES

4.1. Co-Facilitation

Co-facilitation enables two Facilitators to work as a team to guide disputing Parties towards an amicable settlement. SLCP Participants appointed to conduct facilitation processes may, of their own volition, associate with another SLCP Participant in good standing to co-facilitate. Co-facilitators are required to ensure that their choice to co-facilitate will not cause undue delays, complex logistics nor additional costs to the Parties. Co-facilitation will be explained in the *Acting as a Facilitator Module*.

4.2. Mentorship

A list of local ADR professionals familiar with sports-related matters will be compiled by the SDRCC and made available to SLCP participants to provide insight or perspective on some of the challenges and difficult situations faced in a SLCP case.

Participants wishing to consult one of the mentors may contact the SLCP Administrators first. If the SLCP Administrators are unable to provide the necessary assistance, they will reach out to a mentor to communicate with the SLCP Participant.

4.3. Post-Graduation Involvement

Participants who wish to stay involved with the program after graduation from law school or acquiring their C.Med or C.Arb status may advise the SDRCC of their interest. Possible opportunities include co-facilitating with SLCP Participants, acting as advisors or mentors to SLCP Participants, or assisting the SDRCC in the delivery of mandatory or complimentary training. The nature and scope of involvement will be evaluated on a case-by-case basis by the SDRCC, subject to the needs of the Program and available resources.

4.4. Program Expansion

The SLCP is being implemented in British Columbia as a pilot project. The intent is to deploy it gradually in all Canadian provinces and territories. Participants who reside in another province than the one in which they study law may be eligible to participate in the SLCP in more than one province, where applicable. This may also apply to post-graduation involvement opportunities.

4.5. ADRI Professional Training

As a partner in the SLCP, the Regional Affiliate of ADRI is extending to students taking part in the SLCP, under Tiers 1 or 2, to complement their professional training in order to obtain a Q.Med or Q.Arb designation. Participants willing to partake in these trainings will be informed of the modalities and the discounted rate during an information session.

5. ADMINISTRATIVE RULES

5.1. General Communication

SLCP Participants are expected to maintain their status and contact information up-to-date for the entire duration of their participation in the Program.

They may contact the SLCP Administrators at all times by email at sportconnect@crdsc-sdrcc.ca to:

- Advise of their contact changes;
- Request the assistance of a mentor;
- Inquire about upcoming training opportunities;
- Advise of the successful completion of prerequisite courses; or
- Inquire about the program policies and their participation in the SLCP in general.

The DPA will contact them directly in the event of a new case opportunity. All administrative communications regarding that case will then take place between the Participant and the DPA, which will allow them to be contacted in the event of new case opportunities, case updates, etc.

5.1.1. Language

Participants must be able to communicate with Parties in one of the two (2) official languages of Canada (English or French). Bilingualism is an asset, but not a requirement.

5.1.2. E-mail

E-mail will be the primary means of communication between the DPA, the Parties and the Participants with regards to providing case updates, scheduling appointments, etc. In addition, SLCP Participants are required to provide a phone number as well as an emergency contact.

5.1.3. Client-Service

Sports-Related Disputes are often time-sensitive, whereby some Parties may be prejudiced by unnecessary delays in resolving them. SLCP Participants are therefore expected to be reasonably responsive (within 24 hours) to their e-mails and communications from the DPA and, when appointed to a case, with the Parties and the other Panel Members if applicable. In all such communications, they shall maintain a polite and professional tone. Should the SLCP Participant be temporarily unavailable to respond to e-mail messages, the DPA and if applicable, Parties and Panel Members involved in an active case should be advised accordingly with an estimated duration for such unavailability.

5.2. Appointment Process

Upon receipt of a request for SLCP dispute resolution services, the DPA will consider the sport involved, type and nature of the dispute, service required (Facilitation or Appeal), time-sensitivity of the case (urgent or not), and the format in which the proceedings are likely to take place (teleconference, videoconference or in-person) and, for in-person proceedings, the geographical location.

5.2.1. Appointment Criteria

The DPA is responsible for selecting a suitable Participant according to the specifics of the request. The first step will be to exclude Participants who:

- Have not completed the required training for the type of dispute resolution process requested;
- Have declared prior involvement with a sport organization involved in the dispute;
- If the Request is for in-person proceedings, are not within reasonable geographical proximity;
- Do not speak the language of the proceedings; or
- Have communicated temporary unavailability.

After filtering out the Participants not fitting the profile, if more than one Participant is on the shortlist, the DPA will randomly contact one Participant at a time to offer this individual the case.

5.2.2. Accepting/Refusing an Appointment

Within 24 hours of receiving the appointment e-mail, the Participant must advise the DPA whether or not he/she is available to take the case. The first Participant to respond will be appointed to the case, subject to completing a Declaration of Independence from the Parties and the issues in dispute.

5.2.3. Time Sensitivity

If the dispute is deemed time-sensitive, the DPA reserves the right to contact more than one Participants at a time, in which case the first Participant to accept the mandate will be appointed. Participants accepting time-sensitive cases are expected to make themselves available to ensure that the dispute is resolved promptly and without prejudice to any of the Parties.

5.2.4. Repeated Refusal

The DPA will record acceptance, refusal and non-responses from contacted Participants in each case. Non-responses will be construed as refusals. If a Participant refuses three potential cases in a row, the DPA will advise the SDRCC of the situation. Participants who repeatedly refuse appointments or fail to answer emails will face removal from the SLCP.

Notwithstanding the above, Participants will not be penalized if they refuse a case with significant time constraints, nor will they be penalized for not being the first to respond to an appointment offer.

5.2.5. Validating Independence

Upon acceptance of a case by a Participant, the DPA will provide him/her with the names of the Parties and, if applicable, their representatives, as well as a summary of the dispute. If the Participant properly declares independence from the Parties and the issues, the DPA will advise the Parties of his/her identity and provide them with an opportunity to raise any concern with regards to Conflict of Interests. The Declaration of Independence is in Appendix A herein.

5.2.6. Communicating with Parties

The DPA will provide the relevant contact information for the Participant to get in touch with:

- For Facilitators, the Parties and their representatives.
- For Panel Members, the other Panel Members and the Person in charge of the administrative support for the Appeal process.

Once in possession of such information, the appointed Participant will be responsible for initiating the contact with the relevant individuals to engage in the process. In case of a Panel of three (3) individuals, the Panel Chairperson shall lead all communications.

5.2.7. Logistics and Scheduling Procedures

The scheduling of meetings (facilitation sessions, preparatory meetings or hearings) necessary for the dispute resolution process will be done and decided by the Participant(s) appointed, in consultation between the Parties. The sport organization having filed the request with the DPA will bear the responsibility of coordinating all the logistical arrangements for such meetings, including teleconference or videoconference meeting systems and, if in-person sessions are necessary, securing proper venues and organizing the Participants' travel to and from the meetings.

5.2.8. Quality Control and Program Evaluation

Once a case filed to the SLCP is deemed closed, whether by Request withdrawn, by settlement or by a Panel's decision, Participants will be required to complete a short online evaluation of their experience with this particular case, as a way to provide valuable feedback to the SLCP Administrators to improve the Program. Participants who fail to complete their online evaluation within seven (7) days of a case closed may be precluded from having other cases assigned until the situation has been corrected.

Parties will also be invited to complete an online survey to provide feedback on their experience using the SLCP services. This feedback won't have any effect on the Participant appointed to the case or the Outcome of the dispute resolution process.

5.3. Exit Process

Upon leaving the SLCP pursuant to Article 3.1, former Participants will be invited to a telephone meeting with the SLCP Administrators, during which the SLCP Administrators will seek feedback on the program management in general. It is during that exit meeting that each Participant's interest in continuing his/her involvement with the SLCP as per Article 4.3 will be discussed.

6. FACILITATION AND APPEAL RULES

The SLCP will supply two sets of rules applicable to each dispute resolution process offered. Facilitation proceedings will be governed by the Facilitation Rules, and Appeal processes will be governed by the Appeal Rules. Both sets of rules allow for a number of aspects to be agreed upon by the Parties and the Participants. Where Parties are unable to agree and the Rules do not provide for a default process, the SLCP Participants will have full authority to determine the procedure to be followed.

Participants shall not be bound by any other set of procedural rules that Parties and their constituents may have adopted or agreed upon before requesting dispute resolution assistance from the SLCP.

7. EXPENSE CLAIMS AND REIMBURSEMENT

Participants are acting under the SLCP on a voluntary basis. There is a reasonable expectation that they will not incur expenses in order to accomplish such volunteer work, other than their own time. The SLCP Reimbursement of Expenses Policy outlines the conditions under which the sport organization that requested the SLCP services will make the travel arrangements, where necessary, on behalf of a Participant and will reimburse to the Participant some admissible out-of-pocket expenses. Such expenses are limited to those pertaining directly to their role as SLCP Participants that they would not otherwise incur, and must be pre-approved by the sport organization.

8. PROGRAM CHANGES AND IMPROVEMENTS

The SLCP Administrators will regularly collate data, including impressions from the Participants, the Parties, the DPA, as well as management statistics, to evaluate the impact of the Program and conduct a cost-benefit analysis. They may make the necessary changes and improvements to maintain the Program relevant and useful. When changes are made to the SLCP, they will be communicated promptly to all Participants.

The SLCP Administrators may also, at their sole discretion, decide to end the Program. In such a situation, the Participants appointed to on-going cases will be invited to continue helping the Parties resolve their disputes, under the same conditions. No other new cases will be accepted and the SLCP will be dissolved when the last on-going case is deemed closed.

Appendix A

Declaration of Independence Template

By email

Month DD, YYYY

CASE N°: [IF AVAIL.]

FIRSTNAME LASTNAME OR ORGANIZATION
(CLAIMANT)

AND

FIRSTNAME LASTNAME OR ORGANIZATION
(RESPONDENT)

AND

FIRSTNAME LASTNAME OR ORGANIZATION
(AFFECTED PARTY/IES)

REPRESENTATIVES FOR CLAIMANT:

FIRSTNAME LASTNAME

REPRESENTATIVES FOR RESPONDENT:

FIRSTNAME LASTNAME

REPRESENTATIVES FOR AFFECTED PARTY/IES:

FIRSTNAME LASTNAME

DECLARATION OF INDEPENDENCE OF THE FACILITATOR / PANEL MEMBER

Having read the applicable provisions of the Sport Law Connect Program (SLCP) Facilitation Rules or Appeal Rules which state:

Subarticle 2.6 (b) of the SLCP Facilitation Rules

"The Facilitator shall be free from Conflict of Interest with the Parties and the issues in dispute. Upon being appointed to a case, the Facilitator accepting the appointment shall submit a Declaration of Independence form to be circulated to all Parties."

or

Article 3.2 of the SLCP Appeal Rules:

"The Panel Member shall be free from Conflict of Interest with the Parties and the issues in dispute. Upon being appointed to a case, the Panel Member accepting the appointment shall submit a Declaration of Independence form to be circulated to all Parties."

I, [Firstname Lastname], the undersigned, declare:

- ☐ REFUSING to act as Facilitator or Panel Member in the aforementioned case.

OR

- ☐ ACCEPTING to act as Facilitator or Panel Member in the aforementioned case in accordance with Article 5.2.5 of the Sport Law Connect Program (SLCP) Guidelines and respecting my obligation of confidentiality,

AND

- ☐ being impartial and independent of the parties involved in this dispute and not being aware of any circumstances or facts which could raise doubts about my impartiality, my independence and/or my qualifications; and having the time available to complete the med/arb process expeditiously.

OR

- ☐ being impartial and independent of the parties involved in this dispute, but wishing to bring to their attention the following circumstances and/or facts:

Date: [day] / [month] / [year]

Signature: _____