

RESOLUTION FACILITATION REQUEST

The undersigned parties wish to initiate a Resolution Facilitation process as offered by the Sport Dispute Resolution Centre of Canada (SDRCC). This Resolution Facilitation process is governed by the following:

1. Role, Responsibilities and Powers of the Resolution Facilitator (RF)

- a) The RF is an impartial third party who does not represent any of the parties involved in the dispute.
- b) The role of the RF is to help the parties negotiate a voluntary settlement of the issues in dispute by creating conditions that allow them (i) to share their views on the situation, (ii) to communicate to each other their respective issues and expectations, (iii) to look for a range of possible solutions to those disclosed issues and expectations, (iv) to negotiate effectively, fairly and equitably, (v) to agree on a settlement that responds to their needs and expectations. Finally, when no other dispute resolution mechanisms are available to Parties, the RF will help the parties understand alternative resolution processes offered by the SDRCC should the Resolution Facilitation process not lead to an agreed settlement.
- c) The RF does not offer legal advice and has no duty to assert or protect the legal rights of any party, to raise any issue not raised by the parties themselves or to determine who should participate in the Resolution Facilitation process contemplated by this request. The RF has no duty to ensure the enforceability or validity of any agreement that would potentially be reached by the parties.
- d) The RF is responsible for the sequence of events of the Resolution Facilitation process. As such, and if he/she deems it appropriate, he/she can proceed by way of a meeting involving all the parties together (plenary) and/or by way of private meetings with each party (caucus).

2. Roles, Responsibilities and Powers of the Parties

- a) The parties voluntarily enter into the Resolution Facilitation process in an attempt to resolve a dispute. The signing of this request is evidence that the parties intend to engage in this Resolution Facilitation in an honest and forthright manner and to make a serious attempt to resolve the dispute.
- b) The parties acknowledge that the primary responsibility for resolving the outstanding issues rests with them and not with the RF.
- c) The parties agree to disclose all information, including any necessary financial information, which is pertinent to the issues subject to this Resolution Facilitation process.
- d) The parties can request the RF to meet with them privately (caucus). The information thereby disclosed will be considered by the RF as confidential unless the party who has disclosed it expressly allows the RF to communicate it to the other party/parties.

3. Confidentiality

- a) The meetings between the RF and the Parties shall be confidential and without prejudice.
- b) The RF, the Parties, their representatives and advisors, the experts and any other Persons present during the Resolution Facilitation shall not disclose to any third party any information or document given to them during the Resolution Facilitation, unless required by law to do so or agreed upon by all parties.
- c) The RF may not be called as a witness and the Parties undertake not to compel the RF to divulge records, reports or other documents, or to testify in regard to the Resolution Facilitation in any arbitral or judicial proceedings, including proceedings before the SDRCC, unless required by law to do so.
- d) The RF shall not produce a report of the discussions between the Parties. All written and oral statements and settlement discussions made in the course of the Resolution Facilitation shall be confidential and will be treated as having been made without prejudice subject to:
 - i. Law and rules applicable to subsequent dispute resolution proceedings between the Parties; or
 - ii. The consent of the Parties.

4. Costs of the Resolution Facilitation Process

- a) Unless the RF services are admissible for federal funding or are covered by a third party, the Parties will be jointly responsible for the payment of those services, including travel expenses of the RF if required, in a distribution by percentage to be agreed upon in advance of this Request being filed with the SDRCC.

Invoices for a retainer, payable to the SDRCC upon receipt, will be issued to the Parties or to the designated third party responsible for payment.

- b) Unless the RF services are admissible for federal funding or are covered by a third party, all other costs and arrangements, such as but not limited to venue booking and interpretation or translation services, will be at the sole responsibility of the Parties.
- c) Parties are solely responsible for the costs associated with their participation in the process, including their legal representation and travel expenses.

5. Settlement

- a) If the Parties reach a settlement or agreement during the Resolution Facilitation process, a document evidencing the settlement (settlement agreement or declaration of settlement) shall be prepared and signed by the Parties, and be submitted to the SDRCC.

6. Selection of a Resolution Facilitator

- a) With regards to the selection of an RF, pending availability, all parties have agreed to:

- The following RF(s): _____
- Communicate to the SDRCC their choice of an RF by [indicate date]: _____
- Let the SDRCC appoint the next available RF from its rotating list.

This document may be signed electronically and in counterpart.

IN WITNESS WHEREOF, the parties have signed the request:

Party	
_____ Name of the organization (if applicable)	
_____ Surname	_____ First name
_____ Email address	_____ Telephone number
Authorized representative (i.e. lawyer, parent, coach, etc.)	
_____ Surname	_____ First name
_____ Email address	_____ Telephone number
Signature	
_____ Signature of party or authorized representative	
on _____ in _____ (date) (city, province)	