

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 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, 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 conduct 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) Any information disclosed verbally or in writing during the course of the resolution facilitation process is made without prejudice and is inadmissible in any legal or arbitral proceeding, or in any other type of proceeding.
- b) The RF, the parties, their representatives, or any other participants to the resolution facilitation process must protect the confidentiality of the process unless the RF, all the parties and their representatives agree to disclose specified information.

- c) Neither of the parties may compel the RF to testify in any legal or arbitral proceeding, or in any other type of proceeding regarding information disclosed during the resolution facilitation process or communicated to the RF in confidence.

4. Costs of the Resolution Facilitation Process

- a) The resolution facilitation process is free.
- b) Legal representation and travelling fees of the parties, as well as any other fee that has not been pre-approved by the SDRCC, are the sole responsibility of the party who has incurred the expense.

IN WITNESS WHEREOF, the parties have signed the request:

Signed by _____ representing _____ (print name) (name party)
on _____ in _____ (date) (city, province)
_____ Signature

Signed by _____ representing _____ (print name) (name party)
on _____ in _____ (date) (city, province)
_____ Signature