Appendix A.6

ALTERNATIVE DISPUTE RESOLUTION POLICY

Definitions

1. The following term has this meaning in this Policy:

    a. "*Stakeholder"* – Stakeholders employed by, or engaged in activities on behalf of, CSI Atlantic including: staff members, contract personnel, volunteers, medical personnel, researchers, and administrators

    b. "*Clients*" – Users of CSI Atlantic services, including on-site services, such as athletes, coaches, medical staff, and other personnel connected to a team or Athlete

Purpose

2. The CSI Atlantic supports the principles of the Sport Dispute Resolution Centre of Canada (SDRCC) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes. Alternative Dispute Resolution also avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.

3. CSI Atlantic encourages all Stakeholders and Clients to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. CSI Atlantic believes that negotiated settlements are usually preferable to outcomes resolved through other dispute resolution techniques. Negotiated resolutions to disputes with and among Stakeholders and Clients are strongly encouraged.

Application of this Policy

4. This Policy applies to all Stakeholders.

5. Opportunities for Alternative Dispute Resolution may be pursued at any point in a dispute within CSI Atlantic when all parties to the dispute agree that such a course of action would be mutually beneficial.

Filing a Dispute

6. Any Client or Stakeholder may file a dispute with the CSI Atlantic office. The dispute must be in writing and signed and must be filed within fourteen (14) days of the alleged incident or decision. Anonymous disputes may be accepted at the sole discretion of CSI Atlantic.

7. Clients or Stakeholders may only file disputes directed at CSI Atlantic Stakeholders, or decisions made by CSI Atlantic Stakeholders, who are defined in the Definitions. Disputes against Clients should be directed to the Client's National or Provincial sport organization, as appropriate.

8. A dispute filed outside of the fourteen (14) day period must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the dispute outside of the fourteen (14) day period will be at the sole discretion of CSI Atlantic. This decision may not be appealed.

Facilitation and Mediation

9. The dispute will first be referred to CSI Atlantic's CEO and Human Resources and Operations Manager (or designate) for review, with the objective of resolving the dispute via Alternate Dispute Resolution and/or mediation.

10. If all parties to a dispute agree to Alternative Dispute Resolution, a trained mediator or facilitator,

acceptable to all parties, shall be appointed to mediate or facilitate the dispute.

11. The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated and shall specify a deadline before which the parties must reach a negotiated decision.

12. Should a negotiated decision be reached, the decision shall be reported to, and approved by, CSI Atlantic. Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated decision, pending CSI Atlantic's approval.

13. Should a negotiated decision not be reached by the deadline specified by the mediator or facilitator at the start of the process, or if the parties to the dispute do not agree to Alternative Dispute Resolution, the dispute shall be considered under the appropriate section of CSI Atlantic's *Discipline and Complaints Policy*.

14. The costs of mediation and facilitation will be shared equally by the parties.

<u>Final and Binding</u>

15. Any negotiated decision will be binding on the parties. Negotiated decisions may not be appealed.

16. No action or legal proceeding will be commenced against CSI Atlantic or its Stakeholders in respect of a dispute, unless CSI Atlantic has refused or failed to provide or abide by the dispute resolution processes set out in its governing documents.