

SECTION II: COMPLIANCE, ETHICS AND MEMBER CONDUCT

Policy Number and Name:

II-08: ALTERNATIVE DISPUTE RESOLUTION POLICY

Date of Approval:

March 31, 2022

Activation Date:

April 1, 2022

1. Definitions

Capitalized terms have the following meanings in this policy:

- 1.1 **“ADR”** has the meaning set forth in Section 2.1.
- 1.2 **“Affected Parties”** means any individual or entity, as determined by the Case Manager, who may be affected by a decision rendered under an AGF policy or procedure and who may have recourse to an appeal in their own right under an AGF policy or procedure.
- 1.3 **“AGF Activities”** means all events that are sanctioned, sponsored or otherwise supported by AGF, including but not limited to those ordinarily arising in the course of AGF’s business and incident thereto, such as: competitions, practices, training camps, travel associated with AGF activities, and meetings. For the purposes of this Policy, **“AGF Activities”** also includes other non-AGF events and circumstances outside of the foregoing, when such conduct adversely affects relationships within AGF (and its work and sport environment) and/or among its Members or is detrimental to the image and reputation of AGF. Such applicability will be determined by AGF, in its sole discretion.
- 1.4 **“Bylaws”** means the bylaws of AGF, as the same may be amended from time to time;
- 1.5 **“Case Manager”** means the independent person designated by AGF as the case manager for the purpose of administering the ***Complaints, Hearings and Discipline Policy & Procedure***, this policy, or any other related AGF policy, and having such duties and responsibilities as are set forth in the position description for “Case Manager” attached as a Schedule to the ***Complaints, Hearings and Discipline Policy & Procedure***.
- 1.6 **“Member”** has the meaning set forth in the Bylaws of AGF (which for clarity includes individuals and organizations, as the context requires), and includes but is not limited to registered participants such as coaches, athletes, parents and/or guardians of athletes and officials.
- 1.7 **“Parties”** means a complainant, a respondent, AGF (where applicable) and other Affected Parties (where applicable).
- 1.8 **“Third Party”** has the meaning set forth in Section 5.1.

2. Purpose of this Policy

AGF believes that negotiated settlements are usually preferable to outcomes resolved through other dispute resolution techniques. As such, AGF encourages its Members to use alternative dispute resolution (“**ADR**”) as a means for resolving complaints or other issues that arise between or among AGF and/or its Members. ADR refers to dispute resolution techniques of negotiation, mediation, collaboration or arbitration, which, with the facilitation of a third party, can result in the settlement or resolution of disputes. ADR can, in appropriate cases, assist in avoiding or minimizing the uncertainty, costs and other negative effects that may be associated with lengthy disciplinary or other hearings, appeals, or with litigation that can arise from the foregoing.

3. Application of this Policy

This Policy applies to all complaints, appeals, hearings and discipline that fall within the jurisdiction of AGF, where the disputes or issues that require resolution arose from facts or circumstances that occurred at, or are incident to, AGF Activities, as set forth in the ***Complaints, Hearings and Discipline Policy & Procedure***.

4. Referral to ADR

At any time during the course of the handling of a complaint, hearing or discipline process, the Case Manager or any of the Parties may request and, by mutual agreement, agree to refer the complaint to ADR in accordance with this Policy.

5. ADR Process

- 5.1. **Appointment of a Third Party:** If all Parties to a dispute agree to ADR, an independent mediator or facilitator acceptable to all parties (the “**Third Party**”), shall be appointed by the Case Manager to mediate or facilitate the dispute.
- 5.2. **ADR Process:** The Third Party shall decide the process and format under which the dispute shall be mediated or facilitated and shall specify the timeframes within which the process shall take place. For example, the ADR process may occur through the production of documents only, through witness interviews, or otherwise.
- 5.3. **AGF Policies Apply:** The Third Party shall refer to and consider all applicable policies of AGF, including but not limited to the ***Code of Conduct*** and the ***Complaints, Hearings and Discipline Policy & Procedure*** (specifically the sections pertaining to disciplinary action) in setting and conducting the ADR process.
- 5.4. **Reporting Obligation:** Should a decision be reached through the ADR process, that decision shall be reported by the Third Party to AGF. AGF shall review and approve the decision. Pending approval by AGF, any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the Third Party in the negotiated decision.

- 5.5. **Review of Decision at Request of AGF:** If AGF concludes that the outcome of the matter as facilitated by the Third Party is not appropriate in the context of AGF's applicable policies and procedures, and AGF therefore does not approve the decision, AGF shall permit the Parties to attempt to reach a new negotiated decision or, at its discretion, shall refer the matter back to the Case Manager to be heard under the *Complaints, Hearings and Discipline Policy & Procedure or Appeal Policy (as applicable)*.
- 5.6. **Compliance Required:** It shall be considered to be a condition of ongoing membership in good standing of AGF that all disciplinary sanctions rendered under this Policy be recognized, respected and complied with by the Respondent and all Affected Parties.
- 5.7. **Decisions are Final and Binding:** Any decision, resolution or settlement achieved by the Third Party through the ADR process and approved by AGF shall be final and binding on the Parties. Decisions arrived at through the ADR process may not be appealed.
- 5.8. **No Resolution:** Should a decision, resolution or settlement not be achieved through the ADR process by any deadline specified by the Third Party, the dispute shall be remitted back to the AGF policy under which it was initially being addressed and continue from the stage of that policy that the Case Manager deems appropriate.

6. Confidentiality

- 6.1. **General:** All information with respect to the ADR process and the underlying issue or complaint shall be, and is required by all participants in the process to be, treated as confidential and shall not be disclosed to anyone, except as needed to follow this policy. Disclosure of any information with respect to the ADR process shall be limited to:
 - 6.1.1. the Case Manager;
 - 6.1.2. the Parties (and their designated representative(s), if applicable);
 - 6.1.3. the Third Party;
 - 6.1.4. those AGF Personnel who have a genuine and legitimate need to be aware of the information pertaining to the hearing and/or disciplinary process, and
 - 6.1.5. any independent legal advisors consulted by the Panel in the discharge of his, her or their responsibilities pursuant to this policy.
- 6.2. None of the forgoing persons or their representatives shall disclose any information relating to the complaint, the hearing or the disciplinary process, to any person not listed above and not involved in the proceedings. Any breach of confidentiality shall itself be subject to discipline as set forth in this policy.