



TAEKWONDO CANADA

Policy

Alternate Dispute Resolution

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Revision History

Approved/Reviewed/ Revised/Rescinded	Date	Comments
Initial Policy Approval	November 5, 2019	
Update	April 6, 2022	S 10. Clarify that the costs of mediation and facilitation refer to mediator and hosting costs only. Costs for counsel shall be home by the individual parties.

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1. PURPOSE

- 1.1 Taekwondo Canada supports the principles of alternate dispute resolution (ADR) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes.
- 1.2 Taekwondo Canada encourages all Participants and Parties to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. Taekwondo Canada believes that negotiated settlements are usually preferable to outcomes resolved through other dispute resolution techniques.

2. APPLICATION OF THIS POLICY

- 2.1 This Policy applies to all disputes within Taekwondo Canada when all Parties to the dispute agree that such a course of action would be mutually beneficial.

3. FACILITATION AND MEDIATION

- 3.1 If all Parties to a dispute agree to ADR, a mediator or facilitator, acceptable to all Parties, shall be appointed to mediate or facilitate the dispute. The costs of the mediation or facilitation shall be borne by the Parties, unless agreed to otherwise with Taekwondo Canada. The Parties are responsible for the costs of their legal counsel (if applicable) or the costs of any other form of representation.
- 3.2 Where Taekwondo Canada is involved in the matter, it may, upon agreement of the Parties, refer the matter for mediation using the mediation services of the Sport Dispute Resolution Centre of Canada (SDRCC).
- 3.3 The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated and may, if they consider it appropriate, specify a deadline before which the Parties must reach a negotiated settlement.
- 3.4 The final negotiated settlement will be communicated by the mediator or facilitator to the Parties and Taekwondo Canada. Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated settlement.
- 3.5 Where Taekwondo Canada may be required to implement any part of a negotiated settlement, it shall become a Party to the mediation or it shall be given the opportunity to approve the negotiated settlement, but only with respect to aspects of the settlement that it may be required to implement.
- 3.6 Should a negotiated settlement not be reached by the deadline specified by the mediator or facilitator, the dispute shall be considered under the appropriate section of Taekwondo Canada's [Discipline and Complaints Policy or Appeal Policy](#), as applicable.

4. FINAL AND BINDING

- 4.1 Any negotiated settlement will be binding on the Parties and shall, unless the Parties agree otherwise, remain confidential and will be protected by Taekwondo Canada's Privacy Policy. Negotiated decisions may not be appealed.
- 4.2 No action or legal proceeding will be commenced against Taekwondo Canada or its Participants in respect of a dispute, unless Taekwondo Canada has refused or failed to provide or abide by its governing documents.
- 4.3 **Privacy**
 - 4.3.1 The collection, use and disclosure of any personal information pursuant to this Policy is subject to Taekwondo Canada's Privacy Policy.
 - 4.3.2 Taekwondo Canada or any of its delegates pursuant to this Policy, shall comply with Taekwondo Canada's Privacy Policy in the performance of their services under this Policy.