

Ontario Cycling

Alternate Dispute Resolution Policy

Definitions

The following term has this meaning in this Policy:

Organizational Participant – Refers to all categories of individual members and/or registrants defined in the By-laws of Ontario Cycling who are subject to the policies of Ontario Cycling, as well as all people employed by, contracted by, or engaged in activities with, Ontario Cycling including, but not limited to, employees, contractors, athletes, coaches, instructors, officials, athlete support personnel, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers.

Purpose

1. Ontario Cycling 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. Alternate Dispute Resolution also avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
2. Ontario Cycling encourages all Organizational Participants to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. Ontario Cycling believes that negotiated settlements are most often preferable to arbitrated outcomes. Negotiated resolutions to disputes with and among Organizational Participants are strongly encouraged.

Application of this policy

3. This Policy applies to all Organization Participants.
4. Opportunities for ADR may be pursued at any point in a dispute when all Parties to the dispute agree that such a course of action would be mutually beneficial.

Facilitation and mediation

5. If all Parties to a dispute agree to ADR, a mediator or facilitator, acceptable to all Parties, shall be appointed by Ontario Cycling to mediate or facilitate the dispute. The costs of the mediation or facilitation shall be borne by the Parties, unless agreed to otherwise with Ontario Cycling at their sole discretion.
6. 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 decision.
7. Should a negotiated decision be reached, the decision shall be reported to and approved by Ontario Cycling. Any actions that are to take place because of the settlement shall be enacted on the timelines specified by the negotiated settlement.
8. Should a negotiated settlement not be reached by the deadline specified by the mediator or facilitator at the start of the process (if set), or if the Parties to the dispute do not

agree to ADR, the dispute shall be considered under the appropriate section of Ontario Cycling's *Discipline and Complaints Policy* or *Appeal Policy*, as applicable.

Final and binding

9. Any negotiated settlement will be binding on the Parties and shall remain confidential, unless otherwise agreed to by the Parties. Negotiated settlements may not be appealed.
10. No action or legal proceeding will be commenced against Ontario Cycling in respect of a dispute, unless Ontario Cycling has refused or failed to provide or abide by the dispute resolution processes set out in its governing documents.

Privacy

11. Negotiated settlements shall be protected by Ontario Cycling's Privacy Policy.
12. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Ontario Cycling's *Privacy Policy*.
13. Ontario Cycling, or any of their delegates pursuant to this Policy, shall comply with Ontario Cycling's *Privacy Policy* in the performance of their services under this Policy.