

# Dispute Resolution Secretariat (Tribunal)

## Dispute Resolution Services

- [Resolution Facilitation](#)
- [Mediation](#)
- [Arbitration](#)
- [Med/Arb](#)

### Resolution Facilitation

---

Resolution facilitation is one of four dispute resolution methods offered by the SDRCC, the other three being Mediation, Med/Arb and Arbitration. It is a process whereby effective communication and the interests of the parties take precedence over all other factors.

Resolution facilitation is an assistance process that allows the parties involved in a dispute to communicate more effectively and work towards an agreement. The resolution facilitator is a neutral "process manager," whose role is to try to help the parties to better communicate with each other and to resolve their dispute through an amicable settlement. Should such a settlement not be possible, the resolution facilitator helps the parties understand the other options offered by the SDRCC to settle the dispute.

The key aspects of resolution facilitation can be summed up as follows:

- Free of charge
- Completely confidential: no information revealed or discussed during the resolution facilitation process can be used against the parties or released publicly without the agreement of all parties
- Neutral and impartial resolution facilitator: he/she does not represent any party in a conflict
- Available at all times, even prior to the submission of a Request to the SDRCC
- Based on communication and the interests of the parties
- Simple and informal
- Effective: should the parties in conflict not be able to find common ground with the help of the resolution facilitator, they will still have acquired a better understanding of the issues and conflict resolution options available to them
- No obligation to settle the conflict during the resolution facilitation meeting
- No obligation to settle the conflict through an alternative method (arbitration, med/arb or mediation) if the resolution facilitation does not conclude with an agreement - except when resolution facilitation is mandatory as part of an Arbitration or Med-Arb.

### Why does the SDRCC offer resolution facilitation?

---

The SDRCC's experience in managing dispute cases has allowed it to recognize the following:

1. all cases involve emotions and are influenced by each party's perceptions;
2. an exclusively legalistic approach (based on the parties' rights and the proof of these rights) does not always respond to their needs;
3. the parties sometimes lack information about the other conflict resolution processes available: advantages, limits and functioning;
4. the parties sometimes have trouble evaluating which conflict resolution process will best respond to their needs and desired outcome;

5. the parties sometimes have difficulty with the implementation of a decision rendered by one of our arbitrators.

Resolution facilitation is the SDRCC's response to all of these observations.

When does the resolution facilitator (RF) intervene?

---

The RF is available **AT ALL TIMES**. The role of the RF was introduced to address the needs of the sport community at any stage of a dispute:

- Prior to submitting a Request to the SDRCC, through a resolution facilitation request;
- Upon submitting a Request to the SDRCC (it is mandatory when parties choose arbitration as the dispute resolution process);
- During arbitration proceedings, the parties always have the option to request the assistance of the RF at any time prior to an award being rendered by the arbitrator.
- Following publication of the award rendered by the arbitrator, the RF can assist a party in understanding the award.

[Click here](#) to download the Resolution Facilitation Request Form.

[back to top](#)

## Mediation

---

Mediation is the use by disputing parties of a neutral third party to facilitate their own resolution of their dispute. Mediation only brings a dispute to an end if both parties, with the intervention and assistance of the mediator, are able to come to an agreement that resolves the dispute.

The mediation process brings some **advantages**, compared to court battles or even arbitration:

- Because parties are able to discuss in presence of a professional mediator, the process is likely to preserve relationships or even repair those that may have been damaged by the rise of the dispute;
- Parties have control over the outcome, which will be an agreement reached by themselves only. As a result, mediation usually leads to win-win solutions;
- It is less costly and quicker than a court battle.

There are some **disadvantages** to mediation, and the most notable one is that there is no guarantee that the process will bring about a resolution. If all parties are engaged in a mediation process with no intention to make concessions to find common grounds, then the likelihood of a settlement is slim.

On the [Model Policies & Agreements](#) page, you will find a template of a contractual mediation clause for insertion into contracts, agreements or policies, as well as a mediation agreement template. A mediation agreement is necessary in the following cases:

- When the contract subject to the dispute does not provide for mediation clause;
- When the parties wish to settle their dispute by way of mediation and no mediation clause providing for such a proceeding exists.

[back to top](#)

## Arbitration

---

Arbitration employs a neutral third party to hear the evidence and decide for the disputants how their conflict should be resolved. Arbitration tends to be more structured and formal than mediation. Unlike mediation, arbitration will bring finality to the dispute whether the parties agree or not; an arbitrator's decision is, and is meant to be, final and binding on the parties to the dispute. Indeed, the decision of the arbitrator may not accord with the resolution suggested by either party, but it will nevertheless be final.

Arbitration offers the following **advantages**:

- Compared to mediation, arbitration provides the certainty of a resolution, even if parties to the disputes no longer talk to each other;
- Compared to a court battle, arbitration is less costly and much quicker.

The most important **disadvantage** of arbitration is that the decision will be in favour of a party and leave the other party deeply unsatisfied. As a result, the arbitration process may not lead to parties preserving their relationships. Quite evidently, it is not an ideal situation when disputes arise within a group of people that will undoubtedly have to work together again, as is the case in most sports-related disputes.

On the [Model Policies & Agreements](#) page, you will find a template of a contractual arbitration clause for insertion into contracts, agreements or policies, as well as two versions of an arbitration agreement template. An arbitration agreement is necessary in the following cases:

- When the contract subject to the dispute does not provide for med/arb clause (standard agreement);
- When the parties wish to settle their dispute by way of med/arb and no med/arb clause providing for such a proceeding exists (standard agreement);
- When the parties wish to bypass the internal appeal process of a sport organization (agreement with waiver).

[back to top](#)

## Med/Arb

---

Med/Arb is a dispute resolution process that combines mediation and arbitration. Initially, the parties try to reach a settlement through mediation. If there are issues that are not resolved through mediation, an arbitrator (the same person who acted as mediator) makes a decision for the parties.

Med/Arb combines the **advantages** of both mediation and arbitration:

- Because parties are able to discuss in presence of a professional mediator, the process is likely to preserve relationships or even repair those that may have been damaged by the rise of the dispute;
- During the mediation phase, parties have control over the outcome and may find a win-win solution;
- A resolution is certain, because if mediation fails, a decision will be rendered by a third party;
- The transition from mediation and arbitration is seamless;
- It is less costly and quicker than a court battle.

On the [Model Policies & Agreements](#) page, you will find a template of a contractual med/arb clause for insertion into contracts, agreements or policies, as well as two versions of a med/arb agreement template. A med/arb agreement is necessary in the following cases:

- When the contract subject to the dispute does not provide for med/arb clause (standard agreement);
- When the parties wish to settle their dispute by way of med/arb and no med/arb clause providing for such a proceeding exists (standard agreement);
- When the parties wish to bypass the internal appeal process of a sport organization (agreement with waiver).