

International Floorball Federation

IFF



IFF MEDIATION RULES **Edition 2012**

Decided by the IFF Central Board 05.05.2012

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Article 1 Definition

Mediation is a non binding and informal procedure, based on a mediation agreement in which each party undertakes to attempt in good faith to negotiate with the other party, and with the assistance of a mediator, with a view to settling a sports-related dispute.

A mediation agreement is one whereby the parties agree to submit to mediation a sports-related dispute which has arisen or which may arise between them.

A mediation agreement may take the form of a mediation clause inserted in a contract or that of a separate agreement.

Dispute regarding labour legislation shall be examined by mediation only if both parties have explicitly agreed upon that.

Disputes related to disciplinary matters, as well as doping issues, are expressly excluded from mediation.

Article 2 Scope of application of rules

Where a mediation agreement provides for mediation under the IFF Mediation Rules, these Rules shall be deemed to form an integral part of such mediation agreement. Unless the parties have agreed otherwise, the version of these Rules in force on the date when the mediation request is filed shall apply.

The parties may however agree to apply other rules of procedure.

Article 3 Commencement of the mediation

A party wishing to institute mediation proceedings shall address a request to that effect in writing to the IFF Office, and at the same time send a copy of this to the other party. The request shall contain: the identity of the parties and their representatives (name, address, telephone and fax numbers), a copy of the mediation agreement and a brief description of the dispute.

The day on which the mediation request is received by the IFF Office shall be considered as the date on which the mediation proceedings commence.

The IFF Office shall immediately inform the parties of the date on which the mediation commences, and, if decided so, shall fix the time limit by which the parties shall pay their share of advance costs pursuant to article 12 of the present Rules.

Article 4 Appointment of the mediator

The mediator is appointed by the parties. He shall have the appropriate competence for the issue concerned.

If the parties do not agree on the appointment of the mediator, the CB appoints without appeal a mediator.

In accepting such appointment, the mediator undertakes to devote sufficient time to the mediation proceedings as will allow these to be conducted expeditiously.

A person that is member in a party that is one part in the dispute, or has been representing the party, or has been advisory in the dispute or is challengeable in any other way is not allowed to be appointed as mediator. Having duly been informed thereof, the parties may however authorize the mediator to continue his mandate, by means of a signed separate or joint declaration.

Article 5 Representation of parties

The parties may be represented or assisted in their meetings with the mediator.

If a party is being represented, the other party and the IFF must be informed beforehand as to the identity of such representative.

The representative must have full authority to settle the dispute alone, without consulting the party he is representing.

Article 6 Conduct of mediation

The mediation shall be conducted in the manner agreed by the parties. Failing such agreement between the parties, the mediator shall determine the manner in which the mediation will be conducted.

As soon as possible, the mediator shall establish the terms and timetable for submission by each party to the mediator and to the other party of a statement summarizing the dispute, including the following details:

- a brief description of the facts and points of law, including a list of the issues submitted to the mediator with a view to resolution;
- a copy of the mediation agreement.

Each party shall cooperate in good faith with the mediator and shall guarantee him the freedom to perform his mandate to advance the mediation as expeditiously as possible.

The mediator may make any suggestions he deems appropriate in this regard. He may meet with separately with one of the parties, if he deems it necessary to do so.

On request of a party the mediator may interrogate a witness or other person quoted by the party. The mediator may also, when special circumstances are at hand, by own initiative interrogate a witness or other person.

In disputes involving IFF as party in the mediation proceedings, meetings shall be held exclusively in Helsinki (FIN).

The mediator is entitled to engage a secretary to assist with the handling of an issue.

Article 7 Role of the mediator

The mediator shall promote the settlement of the issues in dispute in any manner that he believes to be appropriate. To achieve this, he will:

- a. identify the issues in dispute;
- b. facilitate discussion of the issues by the parties;
- c. propose solutions.

However, the mediator may not impose a solution of the dispute on either party.

Article 8 Confidentiality

The mediator, the parties, their representatives and advisers, experts and any other persons present during the meetings between the parties may not disclose to any third party any information given to them during the mediation, unless required by law to do so.

Under their own responsibility, the parties undertake not to compel the mediator to divulge records, reports or other documents, or to testify in regard to the mediation in any arbitral or judicial proceedings.

Any information given by one party may be disclosed by the mediator to the other party only with the consent of the former.

No record of any kind shall be made of the meetings. All the written documents shall be returned to the party providing these upon termination of the mediation, and no copy thereof shall be retained.

The parties shall not rely on, or introduce as evidence in any arbitral or judicial proceedings:

- a. views expressed or suggestions made by a party with respect to a possible settlement of the dispute;
- b. admissions made by a party in the course of the mediation proceedings;
- c. documents, notes or other information obtained during the mediation proceedings;
- d. proposals made or views expressed by the mediator; or
- e. the fact that a party had or had not indicated willingness to accept a proposal.

Article 9 Termination

Either party or the mediator may terminate the mediation at any time. The mediation shall be terminated:

- a. by the signing of a settlement by the parties;
- b. by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or,
- c. by a written declaration of a party or the parties to the effect that the mediation proceedings are terminated.

Article 10 Settlement

If not due to the proportion of an issue or of other special circumstances considered justifiable, a ruling shall be settled by the mediator within three months from reception of the dispute.

The settlement is drawn up by the mediator and signed by the mediator and the parties. It shall contain the following:

- the name of the mediator;
- time and place for the announcement of the ruling;
- the parties and their claims and circumstances they have pleaded in the issue;
- the settlement of the mediator stating the circumstances from which the ruling is based on.

A settlement shall only be given according to the claims of a party and shall be based only on the circumstances pleaded for or other conclusions of the investigation.

Each party shall receive a copy thereof. In the event of any breach, a party may rely on such copy before an arbitral or judicial authority. A copy of the settlement is submitted for inclusion in the records of the IFF Office.

Article 11 Failure to settle

The parties may have recourse to arbitration when a dispute has not been resolved by mediation, provided that an arbitration agreement or clause exists between the parties. The arbitration clause may be included in the mediation agreement.

Article 12 Costs

Each party shall bear its own costs.

The costs for the mediator and the secretary shall be shared equally between the parties. The parties shall, however, be joint and several for these costs.

Costs for evidence or other investigations decided by the mediator shall be shared equally between the parties.

The parties are entitled to agree upon another division of the costs than what is stated above.

The IFF Office may require the parties to deposit an equal amount as an advance towards the costs of the mediation.