



FORMAL COMPLAINT FORM

Complainant:
Address:
Telephone Number:
Contact Person:
Facsimile number:

CRA Representative:
Address:
Telephone Number:
Contact Person:
Facsimile number:

(hereinafter called "the parties")

Nature of the Complaint:
Background: (Use one additional page if required)

Key dates: _____

Requested Corrective Action: (Use additional page if required)

The parties to this agreement understand and agree as follows;

1.0 FORMAL ALTERNATIVE DISPUTE RESOLUTION PROCESS (ADR)

- 1.1 The parties are participants in a formal ADR process to resolve certain issues set out below. This agreement describes the process structure and procedural ground rules, which will govern the participants' involvement in the process.
- 1.2 ADR processes are either unassisted negotiations, such as face to face discussions and information sharing, or assisted negotiations, such as, facilitation conciliation and mediation.

2.0 UNASSISTED NEGOTIATIONS (FACE TO FACE DISCUSSIONS AND INFORMATION SHARING)

- 2.1 Where the parties agree to attempt to resolve the issues without assistance of an independent third party, the principles and processes contained in this agreement still apply but an independent third party is not retained.

3.0 ASSISTED NEGOTIATION (FACILITATION, CONCILIATION AND MEDIATION)

- 3.1 The parties appoint and retain _____ ("the independent third party") to assist them in the resolution of matters at issue between them.
- 3.2 The parties understand that assisted negotiation is a process whereby they attempt, with the assistance of _____ ("the independent third party"), to reach a consensual settlement of the matters at issue between them. _____ ("the independent

third party”), is not a judge and has no power over the substantive outcome of assisted negotiations. _____ (“the independent third party”), will have the right and obligation to advise the parties on process and may recommend any procedural course of action.

3.3 It is understood that most assisted negotiation sessions will involve all parties in joint session with _____ (“the independent third party”), but separate meetings may be held between _____ (“the independent third party”), and any of the parties or combinations of the parties.

3.4 _____ (“the independent third party”), may prepare summary notes at the end of a session for circulation among participants. No formal minutes of assisted negotiation sessions will be kept.

4.0 PARTICIPATION

4.1 The negotiation will be among the parties as named herein and not otherwise unless the parties agree that another participant should be included.

4.2 (here include any provisions for a negotiation in stages, involving participants at intervals).

5.0 NEGOTIATING PRINCIPLES

5.1 Good Faith: The parties will negotiate in good faith with a view to reaching a conclusion to all the matters at issue between them.

5.2 Integrated resources, originality and expertise.

5.3 Interest Based Negotiation: Each party will attempt, through negotiation, to craft a solution to the matters at issue by seeking to advance the interests of all at the table rather than by simply advancing the party’s position. The parties will fully explore all the matters at issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned. In that regard, the parties will seek to:

5.3.1 Clearly articulate their interests and the interests of those they represent;

5.3.2 Understand the interests of other participants whether or not they are in agreement with them; and,

5.3.3 Identify solutions that meet the interests of the other parties, as well as, their own.

5.4 Time: The parties Bargaining: The parties will seek integrated outcomes in the decisions they make. An integrated outcome is one in which the parties elect to work together, integrating their agree to negotiate and conclude negotiation as swiftly as possible.

6.0 TASK

6.1 The purpose of the negotiation is (here set out the mandate of the table in as much particularity as possible).

7.0 CONFIDENTIALITY AND STATUS OF NEGOTIATION

(The following are provisions typical of a negotiation, which is not subject to public scrutiny.)

7.1 The parties agree that, because the process is an attempt to settle differences between them through negotiation, all communications between or among the parties (either with one another or with _____ (“the independent third party”) privately) will be made without prejudice and will be privileged.

7.2 Unless otherwise expressly agreed to, in writing, the identity of the parties to the negotiation, the subject matter of the negotiation, and all information disclosed during the process shall be in confidence. Any information arising out of the sessions shall also be treated by all parties as confidential and will not be raised by any party outside the negotiation session or in any legal proceeding.

- 7.3 All documents, tabled or discussed during negotiation, will be regarded, by all parties, as confidential. No such document, which is not otherwise accessible to the public, shall be circulated or discussed outside the context of the negotiation. In the normal course, documents will be brought to the table at each meeting, and returned to the party providing them at the end of each meeting day.
- 7.4 The parties agree that neither _____ (“the independent third party”), nor any external expert assisting the parties at the negotiating table shall be asked or required by any party to provide information, give evidence, or produce documents in any legal proceeding concerning the content of any of the negotiation sessions.

8.0 MEETING PROCEDURE

- 8.1 The parties themselves or _____ (“the independent third party”), will manage the meeting of the parties from a procedural point of view.
- 8.2 All meetings of the table of participants will be held in private.
- 8.3 Working groups, task groups, research committees and similar groups may be formed by the table to address particular issues or perform specific tasks.
- 8.4 All agreements and understandings reached during discussion of an issue or set of issues shall be tentative only, and shall be conditional upon consensus on the total package of which the issue is a part.
- 8.5 Negotiation may be terminated once the parties reach agreement or if the parties decide that the issues cannot be resolved by these ADR processes and wish to terminate.

9.0 INFORMATION

- 9.1 The table will have at its disposal technical and other information:
- 9.1.1 Already provided by the parties and outside agencies;
 - 9.1.2 Provided by each party, including governments; and,
 - 9.1.3 Of such other nature as it seeks, including requests to parties not at the table, for information obtainable from others.
- 9.2 The table may invite, or _____ (“the independent third party”), may request, such technical experts, resource specialists or other persons as the table may agree upon, to prepare information or address the meeting of the table on terms it thinks advisable.
- 9.3 Each party will provide information to the table, including confidential information, which it believes is reasonably necessary for reaching a fully informed decision to the issues before the table.

10.0 COMMUNICATION

- 10.1 The parties acknowledge the importance of clear communication between the parties during negotiation and away from the table concerning the subject matter of the negotiation.
- 10.2 A summary statement suitable for discussion with the media and general public may be prepared from time-to-time and agreed upon as a formal statement describing the progress of the table.
- 10.3 Subject to conformity with the confidentiality referred to in Part 5 of this agreement, any party or _____ (“the independent third party”), is authorized to communicate with the public, through the media or otherwise and such other persons as he/she desires concerning the negotiation process. The parties acknowledge that any party or _____ (“the independent third party”), may describe the subject matter of the negotiation, in a general way, consistent with the spirit of Part 5, discretion, and good judgment.

11.0 ASSISTED NEGOTIATION FEES AND EXPENSES

11.1 It is agreed that _____ (“the independent third party”), will be paid at the rate of \$XXXX per hour to a maximum of \$XXX per day for professional time expended during the ADR process, including meetings, telephone calls, correspondence, and other services. _____ (“the independent third party”), will also be paid the actual cost of disbursements occasioned in pursuance of negotiation. _____ (“the independent third party”), will submit invoices for services and disbursements at sixty day intervals, commencing the _____ day of _____. The parties will share equally the fees and expenses of _____ (“the independent third party”).

This agreement entered into on the _____ day of _____ at _____ (province).

For

For

(“the independent third party”)