

Established:	1 January 2017
Revised:	1 February 2022
Class:	G
Responsible/Originating Department:	Office of the Associate Provost, Students
Executive Contact:	Associate Provost, Students

Related Policies, Guidelines and Procedures:

Policy 33 – Ethical Behaviour
Policy 34 – Health, Safety and Environment
Policy 70 – Student Petitions and Grievances
Policy 71 – Student Discipline
Policy 72 – Student Appeals

1. Introduction

The University of Waterloo (the University) is committed to cultivating a safe and inclusive environment where every member of the community can thrive, without the fear of gender-based and sexual violence.

Gender-Based Violence (GBV) is any kind of harm or abuse that happens because of a person's gender, how they express it, or how others see their gender. It is often caused by unfair power differences between people who differ in sex, sexual orientation, gender, gender identity, gender expression or perceived gender. GBV can take different forms, including physical, sexual, psychological, and emotional abuse.

Sexual Violence is a form of GBV. Sexual Violence includes any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent. It includes sexual assault, sexual harassment, stalking, indecent exposure, coercion, voyeurism, sexual exploitation, intimate partner violence, technology-facilitated sexual violence, stealthing, and any other form of unwanted conduct or comment of a sexual nature.

The University takes its commitment to combat campus Gender-Based and Sexual Violence (GBSV) seriously. This includes providing policies and procedures for those who choose to report GBSV, providing support to impacted community members, and addressing underlying systemic roots of GBSV. Through this Policy, the University strives to reduce barriers to reporting GBSV and to foster a proactive community that embodies authentic care, concern, and respect for each other and our shared environment.

The University recognizes the intersectional nature of the work to both prevent, and respond to, GBSV on campus.

The Sexual Violence Prevention and Response Office (SVPRO) supports all members of the University of Waterloo campus community who have experienced or been impacted by GBSV. This includes providing information about supports and resources available on and off campus, short-term coping and

management strategies, and discussing reporting pathways. In addition to providing direct support, the SVPRO provides educational programming through trainings, workshops, and awareness-raising initiatives to foster a culture of consent on campus.

2. Purpose

The processes described in this Policy are available in circumstances where the person alleged to have caused harm (the Respondent) is a University student. While it offers guidance on supports available beyond these circumstances, its main objectives are to:

- inform individuals impacted by GBSV of supports available to them, and how to access them;
- inform individuals impacted by GBSV allegedly committed by a University of Waterloo student of the procedural options available to them within the University; and
- contribute to the cultivation of a campus culture that prioritizes safety and consent for all community members.

3. Legal Framework

In addition to the abovementioned “Related Policies, Guidelines and Procedures”, the policy will be construed in accordance with applicable law, in particular:

- *Ministry of Training, Colleges and Universities Act*, R.S.O. 1990, c. M.19
- *Criminal Code*, R.S.C., 1985, c. C-46
- *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1
- *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31
- *Human Rights Code*, R.S.O. 1990, c. H.19
- *University of Waterloo Act 1972*, S.O., 1972, c. 200
- *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment)*, 2016, S.O. 2016, c.2

This policy shall be reviewed and amended as required, at least once every three years, to remain compliant with applicable legislation, regulations, and ministerial directives. In the event of any changes to the legal framework, including amendments, repeals, or new enactments, this policy shall be interpreted and applied in accordance with the most current legal requirements.

4. Scope

This Policy provides processes aimed at addressing instances of GBSV, where the person alleged to have caused harm is a University of Waterloo student. For the purposes of this Policy, a student is an individual who is currently registered at the University of Waterloo, with fees paid or arranged, or an individual who was a student, has not graduated, and can resume studies at the University without having to initiate a formal petition or re-application. This includes students on approved leave, exchange, or co-op terms, where applicable. A University process may be initiated by a student or employee (the Complainant) when they believe they have directly experienced GBSV by a University of Waterloo student (the Respondent).

Where the person alleged to have caused harm is not a University of Waterloo student, but is a University employee, or a student who caused harm in the context of their employment of the University, options may be pursued under Policy 33 – Ethical Behaviour.

In circumstances where a disclosure or complaint involves allegations that may fall under both this Policy and Policy 33 – Ethical Behaviour (e.g. harassment, discrimination, or abuse of authority), the Decision-Maker will consult with University Advisors to determine the most appropriate policy framework for addressing the concern. This determination will consider:

- the nature and context of the alleged conduct;

- the relationship between the parties (e.g. student-student, student-employee);
- the definitions and procedural requirements of each policy; and
- the preferences of the individual who has indicated that they have experienced harm, where possible.

Where appropriate, a coordinated response may be implemented to ensure procedural fairness, avoid duplication, and uphold the trauma-informed principles of this Policy. In all cases, the University will strive to ensure that disclosures and complaints are addressed under the policy that best reflects the nature of the harm and the needs of the parties involved. Definitions of key terms such as “gender-based violence”, “sexual violence”, and “harassment” will be interpreted consistently across University policies. Where discrepancies arise, the University will provide clarification to affected parties.

There are four processes available within the University to address concerns raised under this Policy. They include a Disclosure, Joint Agreement, Alternative Dispute Resolution and a Formal Complaint. The decision to initiate a process, and which process to initiate, lies with the Complainant. The availability of each process depends on the circumstances surrounding the alleged incident(s) of GBSV and the authority to determine which pathway(s) are ultimately available to address the concerns lies with the Decision-Maker. In making this determination, the Decision-Maker will consider the wishes of the person who is alleged to have experienced GBSV, and the input of the person alleged to have caused harm. The Decision-Maker may also seek guidance from University Advisors. Where requested, the authority to determine whether it is appropriate to change pathways mid-process also lies with the Decision-Maker.

The decision on which process a person who has experienced GBSV wishes to pursue can be complex and should be carefully evaluated. Support is available from the SVPRO to assist in determining which pathway best suits the needs of those participating in a process under this Policy.

5. Guiding Principles

5.1 Rights of All Participants

All participants in any proceeding under this Policy have the following rights:

- to be treated with compassion and respect with regard for personal dignity;
- to have their privacy reasonably respected under strict rules of confidentiality (subject to limits described in section 7.4);
- to have access to processes and procedures grounded in a recognition of the impacts of cultural, historic, racial, and gendered-trauma, respectful of diverse cultural expectations, social norms and lived experiences, where irrelevant questions are not asked;
- to be protected from reprisal stemming from their participation in any process under this Policy, provided their participation is in good faith;
- to have matters addressed as expeditiously as possible, and to be informed when stated deadlines are extended;
- to a process grounded in the principles of natural justice, ensuring fairness and impartiality, including the right to be heard and to respond, and the right to receive a reasoned and unbiased decision;
- to be provided information about supports available where well-being is questioned, including concern that a disability exists or where an individual may otherwise need assistance, accommodations, or aid; and
- to be accompanied by a Support Person to any meetings with University administrators or investigators.

5.2 Rights of Those Who Disclose

All individuals who Disclose their experience to the University:

- are entitled to make their own decisions about whether to pursue internal and/or external avenues of redress and/or their level of participation in any process undertaken by the University; and
- will not be subjected to discipline or sanctions under University policies for violations related to drug or alcohol use at the time of the incident they are reporting, provided the Disclosure is made in good faith.

6. Decision-Making Authority

Authority for decisions made under this Policy lies with the Associate Provost, Students, or their delegate. Throughout this Policy, this person is referred to as the Decision-Maker.

In rendering any decision under this Policy, the Decision-Maker may consult with University Advisors, including, but not limited to, representatives from the following University departments:

- the SVPRO;
- the Special Constable Service;
- Legal and Immigration Services;
- Co-operative and Experiential Education;
- the Associate Dean(s) of the Complainant and Respondent;
- Human Resources/Managers/Supervisors;
- Counselling Services; and
- Campus Housing.

The Decision-Maker may seek advice from external subject-matter experts as needed.

7. Key Concepts

7.1 Disclosure

A Disclosure is the sharing of information about an incident or incidents of GBSV with a member of the University community for the purpose of receiving support, services, accommodations and/or learning about potential complaint pathways available through this Policy. A Disclosure may be made by any member of the University community who has experienced GBSV regardless of whether the person alleged to have caused harm is a University of Waterloo student, and regardless of where or when the GBSV occurred.

Any member of the University community who receives a disclosure should:

- provide information about on-campus resources, including SVPRO;
- with consent from the person who has disclosed, contact the SVPRO to make a referral for support; and
- follow-up with the SVPRO as someone who has received a Disclosure, to confidentially debrief.

Further details are provided in section 8 of this Policy.

7.2 Complaint

A Complaint is a written document that shares information about an incident or incidents of GBSV allegedly committed by a University of Waterloo student. A Complaint is submitted to the Decision-Maker for the purpose of initiating a process under this Policy. A Complaint may follow one of the following pathways:

- Joint Agreement

- Alternative Dispute Resolution
- Formal Investigation

In all cases where a Complaint is pursued, Interim Measures will be considered and implemented as appropriate.

7.3 Interim Measures

Interim Measures may form a part of any Complaint process under this Policy.

Interim Measures are not punitive measures. They are temporary conditions and/or restrictions that may be placed on Complainants and Respondents under this Policy and are limited to areas over which the University has authority. Interim Measures are implemented to support a safe campus environment and to maintain the integrity of the process. Interim Measures do not represent a finding that there has been a Policy breach but are meant to prevent harm from occurring, personally and/or procedurally. They may be in place for a specific period or until the case is concluded, and they can be altered by the Decision-Maker as necessary.

Interim Measures are to be as minimally restrictive as possible with specifics to be considered on a case-by-case basis. A breach of Interim Measures may be considered as evidence under this Policy or as an aggravating factor when determining outcomes. Interim Measures may be referred to the student's Associate Dean or to an employee's Manager/Supervisor/Dean for consideration under other relevant University policies.

Examples of Interim Measures include:

- a requirement to not have contact with specified individuals;
- limited access to specified areas of the University at all or specified times;
- loss of University privileges;
- residence relocation, if residing within Campus Housing;
- changes to course schedules, or specific arrangements within a course;
- increased monitoring or supervision, for example with periodic check-ins with the Student's Associate Dean; and
- any other condition, restriction or requirement that is appropriate and proportionate to the situation, that meets the goals of maintaining safety and the integrity of any potential investigation.

7.4 Limits to Confidentiality

To the greatest extent possible, the University will respect an individual's choice not to file a Complaint, and will keep any Disclosure made to the University confidential, prioritizing safety and to the extent possible, anonymity. In exceptional circumstances, where required by law, or where a risk or potential risk of harm to the health and safety of the campus is identified by the Decision-Maker, and where sufficient identifying information is presented, information disclosed will be submitted to the Safety Office of the University for risk assessment, and/or, the Special Constable Service, and/or submitted to the Associate Dean of the person alleged to have caused harm.

Where the results of the risk assessment require further action by the University, possible outcomes include:

- referral to the Decision-Maker for consideration as a Complaint, noting that the individual who originally Disclosed has the right to refuse participation in any resulting process; or
- notification/referral to third parties, such as local police or child protection authorities; and/or
- other response(s) deemed appropriate by the Decision-Maker in the circumstances.

The University's Special Constable Service (SCS) is contractually obligated to inform Waterloo Regional Police Services (WRPS), or other local police, of a Disclosure or Complaint of Sexual Violence that is brought to their attention in the following circumstances:

- (a) where the affected person(s) actively and specifically request the SCS to notify WRPS to formally report the alleged or potential offence of sexual assault (on or off campus); or
- (b) where the affected person(s) do not request the SCS to notify WRPS to formally report the alleged or potential offence of sexual assault (on or off campus) but where:
 - (i) there is a broader public safety concern;
 - (ii) there is reason to believe that there is a local police investigation underway involving the alleged Respondent; and/or
 - (iii) the person reporting is reasonably suspected of using the alleged incident for personal gain or advantage contrary to the law.

The following offences, and their attempts, are among those that must be referred to WRPS for investigation when formally reported to the SCS:

- intimate partner violence (past or present);
- domestic disputes or arguments involving people who are, or have been in an intimate relationship;
- child pornography;
- criminal harassment;
- hate crime offences;
- aggravated assault;
- assault causing bodily harm; and
- voyeurism.

Where a University led process is undertaken, the Discloser, and to the extent possible the Respondent, will be kept apprised with updates on actions taken and any outcomes imposed as legally permitted.

8. Disclosures

8.1 Overview

Any individual community member who has experienced GBSV can choose to Disclose their experience without filing a Complaint. A Disclosure does not initiate a University-led response unless determined necessary, as described in section 7.4. The SVPRO is available to assist any member of the University community who has experienced or been impacted by GBSV.

8.2 Intake

Any member of the University community may be the recipient of a Disclosure. Individuals in receipt of a Disclosure should:

- provide information about on-campus resources, including SVPRO;
- with consent from the person who has disclosed, contact the SVPRO to make a referral for support; and
- follow-up with the SVPRO as someone who has received a Disclosure, to confidentially debrief.

8.3 Potential Outcomes

Examples of supports that can be provided by the SVPRO upon Disclosure include:

- providing a safe space for individuals to Disclose their experience(s), in as little or as much detail as they wish;

- discussing resources, both on and off campus that could provide further support or assistance, and provide referrals;
- discussing short-term coping strategies;
- collaborating with campus partners to facilitate requests for academic and workplace accommodations, residence adjustments, safety planning, and other identified needs; reviewing available Complaint processes within the University; and
- reviewing available processes outside of the University, including reporting to regional police services.

Other supports available include:

- AccessAbility Services;
- Conflict Management Office;
- Counselling Services;
- Equity, Diversity, Inclusion and Anti-Racism Office;
- Health Services;
- Occupational Health;
- Office of Indigenous Relations;
- Safety Office;
- Special Constable Service; and
- Faculty Associate Dean, Graduate and Undergraduate.

A Disclosure does not automatically initiate an investigation. An investigation may be initiated by the University in limited circumstances, as described in section 7.4.

9. Complaints

9.1 Overview

The submission of written concerns is required to initiate any of the Complaint processes described in sections 10, 11 and 12. The required contents of the written submission, the potential for the imposition of Interim Measures, and the possible outcomes available may vary between processes. The term Complaint is used in this Policy to describe the written document submitted by the person who has allegedly experienced harm (the Complainant) to initiate any of the three processes described in sections 10, 11 and 12 (Joint Agreement, Alternative Dispute Resolution and Formal Complaint). A table of potential outcomes is provided in section 13.

9.2 Intake

To initiate a Complaint, the Complainant must provide the Decision-Maker with as much of the following information as they can, in writing:

- (a) Complainant Information:** Full name, student ID, program of study, year of study.
- (b) Respondent Information:** Where available, full name, student ID, program of study, year of study.
- (c) Selection of Process:** Indication of the process the Complainant wishes to pursue (Joint Agreement, Alternative Dispute Resolution or Formal Complaint).
- (d) Incident Summary:** A description of the events leading to the Complaint including approximate dates and locations where possible.
- (e) Impact Statement:** A brief overview of the impacts on the Complainant.

- (f) **List of Potential Witnesses:** A list of potential witnesses, if applicable, or individuals who may have knowledge of the incidents of the Complaint, including contact information where available, and a summary of the information they may share.
- (g) **Complainant's Academic Commitments:** A description of the Complainant's academic life, including, for example, on-campus presence, participation in co-operative education, and research commitments.
- (h) **Respondent's Academic Commitments:** A description of the Respondent's academic life, to the extent known, including the examples listed in (g).
- (i) **Complainant's Non-Academic Presence:** A description of the Complainant's non-academic life at the University, including, for example, engagement in activities such as athletic and recreational activities, committee or club involvement, employment and leadership roles, and frequently visited campus locations.
- (j) **Respondent's Non-Academic Presence:** A description of the Respondent's non-academic life at the University, to the extent known, including the examples listed in (i).
- (k) **Requested Outcomes:** Specific terms or resolutions the Complainant seeks through the filing of the Complaint.
- (l) **Additional Information:** Any other information felt to be relevant to the Complainant in making the Complaint.

9.3 Potential Complaint Outcomes

Outcomes arising out of the Complaint processes are limited to areas over which the University has jurisdiction or authority. This includes authority over access to University Property, use of University owned property or equipment, and participation in Off-Campus University Events.

Specific outcomes available through the policy pathways are described in sections 10, 11 and 12, and are summarized in the table contained in section 13.

10. Joint Agreement

10.1 Overview

A Joint Agreement is available where a Complainant, a Respondent and the Decision-Maker agree to discuss terms and conditions that would facilitate the coexistence of the Complainant and the Respondent on campus and their participation in Off-Campus University Events before, or instead of, an Alternative Dispute Resolution process or Formal Complaint process. A Joint Agreement does not result in a finding of fact, or a finding of breach of policy. It results in an agreement between the Complainant, the Respondent, and the University, facilitated by and enforceable by the University. The facts alleged in the Complaint are not discussed or investigated, rather the Complainant and Respondent agree that arrangements should be made to support living, working, and studying on campus and participating in Off-Campus University Events with minimal disruption.

Outcomes generally include no-contact orders, confidentiality orders and arrangements made to promote minimal contact between parties. Joint Agreements allow the University to make best efforts to ensure that the Complainant and the Respondent are not placed in the same learning spaces or with the same co-operative education employers. They also aim to limit the occurrence and impact of other encounters on campus, where possible (e.g., Campus Housing, student groups, Athletics & Recreation).

Interim Measures may be considered and imposed as a part of the process and until such time as a final Joint Agreement is reached.

10.2 Scope

Joint Agreements may be available when:

- (a) the person alleged to have caused the harm is a University of Waterloo student; and
- (b) where at least one of the following are true:
 - the alleged incident(s) occurred on University Property, or;
 - the alleged incident(s) occurred in a manner that used University-owned property or equipment including telephones, computers, and computer networks, or;
 - the alleged incident involves technology facilitated GBSV, regardless of what form of technology is used; or
 - the alleged incident(s) occurred off campus when the incident is part of a University of Waterloo course, or;
 - when the incident is part of an Off-Campus University Event that has been defined as such, or;
 - when the likely consequences of the incident may adversely affect the Complainant's course of learning, teaching, work, or living at the University.

10.3 Process

Once the Complaint is submitted, the following will take place:

- (a) **Confirmation of Receipt:** The Decision-Maker will inform the Complainant of receipt of the Complaint, and will ensure that the Complainant has been advised of the supports available to them.
- (b) **Jurisdictional Assessment:** The Decision-Maker will determine if the Complaint falls within the scope described in section 10.2. The Decision-Maker will determine whether pursuit of a Joint Agreement is appropriate, taking into account relevant factors including but not limited to the nature of the Complaint, the willingness of the parties to participate in good faith, the presence of any power imbalances and whether the matter requires urgent or formal intervention.
- (c) **Clarification:** If necessary, the Decision-Maker will meet with the Complainant to clarify any points raised in the Complaint.
- (d) **Interim Measures Determination:** The Decision-Maker, in consultation with University Advisors will assess whether any Interim Measures are necessary, and if so, determine their nature.
- (e) **Notification of Jurisdictional Decision and Interim Measures:** The Complainant will be informed whether the matter falls within the jurisdiction of the University, whether Interim Measures will be imposed and, if applicable, what they will entail.
- (f) **Respondent Meeting:** The Decision-Maker will invite the Respondent to a meeting to explain the circumstances, present Interim Measures, if applicable, and share the Complainant's requested terms of agreement and outcomes. The Respondent will also be informed of supports available to them.
- (g) **Consideration Period:** The Respondent will have at least five (5) business days to review the proposed terms and seek advice or support. Reasonable extensions will be granted as needed.

- (h) **Respondent Submission:** The Respondent may accept the proposed terms or submit a counter-proposal.
- (i) **Complainant Review:** If alternative terms are proposed, they will be shared with the Complainant who will have at least five (5) business days to respond. The same rights to advice and support apply, and reasonable extensions will be granted as needed.
- (j) **Negotiation Process:** Discussions will continue through the same process of counter-proposals and responses, until either an agreement is reached or until the Decision-Maker has determined that it is not likely that an agreement will be reached. The Decision-Maker will keep both parties informed throughout the process.
- (k) **Outcome/Final Agreement:** If an agreement is reached, the Decision-Maker will share the agreement with necessary University departments for determinations on feasibility. Any alterations to the agreement will be shared with the parties, and a final document will be produced by the Decision-Maker for all parties to sign.
- (l) **Duration of the Agreement:** The agreement will remain in effect until one or both students are no longer enrolled at the University.
- (m) **Modification of Agreement:** The agreement may be modified with the agreement of the parties, and/or at the Decision-Maker's discretion. The Complainant, Respondent, the Decision-Maker, or any University Advisor may request a review as needed.
- (n) **Record of Unresolved Cases:** If no agreement is reached, the University will keep a record of the attempt, which may be referenced if future complaints arise under this Policy, Policy 33 – Ethical Behaviour or Policy 71 – Student Discipline.

10.4 Potential Outcomes

Joint Agreements generally result in:

- No-contact orders
- Restrictions on participation in portions of campus life
- Periodic check-ins with the Decision-Maker or their delegate
- Confidentiality agreements
- Such other term or condition that may be reasonable in the circumstances

11. Alternative Dispute Resolution

11.1 Overview

Alternative Dispute Resolution (ADR) may be an appropriate pathway where:

- The Respondent accepts that harm has occurred; and
- the Complainant and the Respondent wish to explore outcomes collaboratively with the assistance of a trained, impartial facilitator.

The key difference between ADR and a Joint Agreement is that in the case of ADR, there is an acknowledgment of harm caused. ADR is a voluntary process and the Complainant or the Respondent may withdraw at any time. A decision to withdraw does not limit the Complainant from pursuing a Formal Complaint.

ADR includes, as an available option, restorative approaches, which are based on, and rooted in, Indigenous laws, practices, and ways of knowing, guided by the Office of Indigenous Relations.

11.2 Scope

ADR may be available when:

- (a) the person alleged to have caused the harm is a University of Waterloo student; and
- (b) where at least one of the following are true:
 - the alleged incident(s) occurred on University Property, or;
 - the alleged incident(s) occurred in a manner that used University-owned property or equipment including telephones, computers, and computer networks, or;
 - the alleged incident(s) occurred off campus when the incident is part of a University of Waterloo course; or;
 - when the incident is part of an Off-Campus University Event that has been defined as such.

11.3 Process

Once the Complaint is submitted, the following will take place:

- (a) **Confirmation of Receipt:** The Decision-Maker will inform the Complainant of receipt of the Complaint and will ensure that the Complainant has been advised of the supports available to them.
- (b) **Jurisdictional Assessment:** The Decision-Maker will determine whether the Complaint falls within the University's jurisdiction, as described in section 10.2, and whether ADR is an appropriate method for resolving the concerns, taking into account relevant factors including but not limited to the nature of the Complaint, the willingness of the parties to participate in good faith, the presence of any power imbalances and whether the matter requires urgent or formal intervention.
- (c) **Clarification:** If necessary, the Decision-Maker will meet with the Complainant to clarify any points of the Complaint.
- (d) **Interim Measures Determination:** The Decision-Maker will assess whether any Interim Measures are necessary, and if so, determine their nature. The Decision-Maker will consult with University Advisors, as necessary.
- (e) **Notification of Jurisdictional Decision and Interim Measures:** The Complainant will be informed:
 - whether the matter falls within the Jurisdiction of the University;
 - whether ADR is appropriate in the view of the Decision-Maker;
 - the nature of the ADR that will be engaged; and
 - whether Interim Measures will be imposed; and, if applicable, what they will entail.
- (f) **Consideration Period:** The Complainant will have at least five (5) business days to decide whether they wish to proceed with ADR.
- (g) **Respondent Meeting:** If the Complainant decides to proceed with ADR, the Decision-Maker will meet with the Respondent to provide a summary of the allegations, present any Interim Measures, and share the Complainant's request to seek resolution through ADR with details of the proposed method of ADR. The Respondent will be informed that in order to proceed with ADR, they will be required to acknowledge that harm has occurred. The Respondent will be informed of supports available to them.
- (h) **Consideration Period:** The Respondent will have at least five (5) business days to decide whether they wish to participate in ADR. During this time, they may consult trusted advisors or Support Persons. Reasonable extensions will be granted as needed.

- (i) **ADR Arrangements:** If ADR is chosen, the Decision-Maker will contact the Conflict Management Office (CMO) or the Office of Indigenous Relations (OIR), who will coordinate the process, including retaining external services as necessary, and will share necessary information relevant to the process with the Complainant, the Respondent and the Decision-Maker, including expected timelines.
- (j) **ADR Process Management:** The ADR process will be managed by the CMO or the OIR with facilitation and support from the Decision-Maker as required. The CMO or the OIR will ensure a final report of outcomes is produced and shared with the Decision-Maker.
- (k) **Outcome Review by the Decision-Maker:** Upon submission of the final report, the Decision maker will review, seeking advice as necessary, and will either:
- accept the outcomes;
 - modify the outcomes to ensure safety, feasibility, compliance with legal rights and responsibilities and/or rules of fairness; or
 - reject the outcomes and require further ADR to seek an acceptable resolution.
- (l) **Final Agreement:** If applicable, a final agreement will be drafted by the Decision-Maker for signature by all parties.
- (m) **Unresolved Cases:** If ADR does not lead to a resolution, if either the Complainant or the Respondent determine that they no longer wish to participate, or if the Decision-Maker determines that it is not likely that a resolution will be reached, a final report will be prepared by the ADR facilitator, as arranged by the CMO or the OIR, for the Decision-Maker. The final ADR report will include a summary of the efforts undertaken, the resolutions that were proposed, any relevant evidence or information that was presented or arose through the ADR process, and any recommendations from the ADR facilitator and the CMO. Both the Complainant and the Respondent will have the opportunity to make written submissions to the Decision-Maker on their view of the failed ADR Process. The Decision-Maker will review the ADR report, including any evidence or information submitted during that process and seek any additional information necessary to assess the case. The Decision-Maker will render a decision based on the balance of probabilities, and impose outcomes.

11.4 Potential Outcomes

Potential Outcomes of an ADR process include:

- education/self-reflection;
- no-contact agreements;
- restrictions on participation in portions of campus life;
- acknowledgments and apologies, where appropriate; and
- any other condition, restriction or requirement that may be reasonable in the circumstances.

12. Formal Complaint

12.1 Overview

Where none of the options described above are appropriate for the Complainant, and/or where there is a dispute of facts surrounding the allegations made, a Formal Complaint process may be available. A Formal Complaint process results in an investigation into the allegations made, a finding of fact based on the balance of probabilities, consideration of whether this Policy has been breached, and where a breach is found, formal disciplinary outcomes.

12.2 Scope

A Formal Complaint is available when:

- i) the person alleged to have caused the harm is a University of Waterloo student; and
- ii) where at least one of the following are true:
 - the alleged incident(s) occurred on University Property, or;
 - the alleged incident(s) occurred in a manner that used University-owned property or equipment including telephones, computers, and computer networks, or;
 - the alleged incident(s) occurred off campus when the incident is part of a University of Waterloo course or organized class activity, or;
 - when the incident occurred at an Off-Campus University Event that has been defined as such.

12.3 Process

Once the Complaint is submitted, the following will occur:

- (a) **Confirmation of Receipt:** The Decision-Maker will inform the Complainant of receipt of the Complaint and will ensure that the Complainant has been advised of the supports available to them.
- (b) **Jurisdictional Assessment:** The Decision-Maker will determine whether the Complaint falls within the University's jurisdiction, as described in section 12.2 above.
- (c) **Clarification:** If necessary, the Decision-Maker will meet with the Complainant to clarify any points of the Complaint.
- (d) **Interim Measures Determination:** If jurisdiction is confirmed, the Decision-Maker will assess, in consultation with University Advisors, whether Interim Measures are necessary and if so, will determine their nature.
- (e) **Notification of Interim Measures:** The Complainant will be informed of any Interim Measures imposed.
- (f) **Respondent Meeting:** The Decision-Maker will meet with the Respondent to provide a summary of the allegations, present any Interim Measures, and share the Complainant's desired outcomes. The Respondent will also be informed of supports available to them.
- (g) **Consideration Period:** The Respondent will have at least five (5) business days to consider the following options:
 - (i) **No dispute of facts or outcome:** The Respondent accepts the facts as stated and agrees with the Complainant's proposed outcome. The Decision-Maker will render a decision on Policy breach and outcomes, providing a written copy to both parties.
 - (ii) **No dispute of facts, but dispute of outcome:** The Respondent accepts the facts as stated but does not agree with the Complainant's proposed outcome: The Decision-Maker will render a decision on Policy breach and will determine appropriate outcomes, with input from the Complainant and Respondent, and provide a written decision to both parties.
 - (iii) **Dispute of facts, but no dispute of outcome:** The Respondent disputes the facts but agrees to the Complainant's proposed outcome. In this case, the Complainant may choose to revert to a Joint Agreement process, or proceed to an investigation.
 - (iv) **Dispute of facts and outcome:** The Respondent disputes both the facts and the Complainant's proposed outcome. In this case, the Complaint will proceed to an investigation.

- (h) Non-Participation:** If the Respondent chooses not to participate, the Decision-Maker will proceed based solely on the information provided by the Complainant and any witnesses. The Respondent will be informed of this decision, along with the final decision and outcomes, if applicable.
- (i) Investigator Proposal:** The Decision-Maker will provide the name of the proposed investigator for consideration by the Complainant and the Respondent. The parties will be given five (5) business days to challenge the appointment of the proposed investigator, with cause. If the Decision-Maker deems the challenge to have merit, this process will continue until an appropriate investigator is chosen. The investigator may be external to the University.
- (j) Investigation Assignment:** The Decision-Maker will retain the investigator. The parties will be notified of the appointment of the investigator.
- (k) Investigatory Process:** The investigator will explain their process, including expected timelines, and updated timelines where applicable, to the Complainant, the Respondent and the Decision-Maker. The investigator will conduct interviews with the Complainant, Respondent, witnesses, and any other relevant parties, will inform all participants of their confidentiality obligations, and collect and review any documentary evidence relevant to the investigation. The investigator will assess the reliability and credibility of all relevant evidence where necessary, before drawing conclusions based on the balance of probabilities. The investigator will submit a confidential final report to the Decision-Maker which will typically include:
- The scope and mandate of the investigation;
 - A summary of the evidence considered;
 - Assessments of credibility and reliability, if applicable;
 - Findings of fact based on the balance of probabilities;
 - A determination of whether the facts constitute a Policy breach; and
 - The rationale for the decision.
- (l) Summary of Findings:** Within twenty (20) business days of receiving the investigator's final report, the Decision-Maker will provide the Complainant and Respondent with a summary of the findings, which will include:
- an overview of the complaint;
 - a summary of investigative steps taken;
 - the investigator's conclusions and rationale;
 - the Decision-Maker's findings and rationale; and
 - available support options.
- (m) No Finding of Breach:** If no breach of Policy is found, the process concludes. Supports will continue to be available to the Complainant and the Respondent.
- (n) Finding of Policy Breach:** If a policy breach is found, the Complainant and the Respondent will be given five (5) business days from receipt of the summary of findings to submit an impact statement. These statements should include updated information about their academic and non-academic activities on campus and participation in Off-Campus University Events including:
- academic status;
 - participation in Off-Campus University Events;
 - use of campus services;
 - employment and volunteer positions;
 - living arrangements, if within Campus Housing;
 - commonly used areas of campus;
 - leadership roles;
 - their knowledge of the above information for the other party; and
 - any other factors relevant to determining appropriate outcomes.

(o) Final Decision on Discipline: Within fifteen (15) business days of receiving impact statements, the Decision-Maker will:

- determine disciplinary actions;
- communicate the outcome to the Respondent; and
- provide the Complainant with outcome details, within the bounds of University privacy obligations.

12.4 Potential Outcomes:

Potential Outcomes of the Formal Complaint process include:

- education/self-reflection orders
- No-contact orders
- Restrictions on participation in portions of campus life
- Periodic check-ins with the Decision-Maker or their delegate
- Confidentiality orders
- Bans from Campus activity
- Removal from Campus Housing
- Loss of Employment/Restrictions on Employment
- Suspension
- Expulsion
- Any other condition, restriction or requirement that is appropriate and proportionate to the situation

13. Summary of Potential Outcomes

University community members who initiate a Disclosure or a Complaint can be provided a variety of supports. These supports include:

From the SVPRO:

- a safe space for individuals to Disclose their experience, in as little or as much detail as they wish;
- resources, both on and off campus that could provide further support or assistance, and provide referrals;
- short-term coping strategies;
- collaboration and coordination with campus partners to facilitate requests for academic and workplace accommodations, residence adjustments, safety planning, and other identified needs; and
- review of available Complaint processes within the University.

Other supports available include supports from:

- AccessAbility Services;
- Conflict Management Office;
- Counselling Services;
- Equity, Diversity, Inclusion and Anti-Racism Office;
- Health Services;
- Office of Indigenous Relations;
- Occupational Health;
- Safety Office;
- Special Constable Service; and
- Faculty Associate Dean, Graduate and Undergraduate

Potential Outcomes of a submitted Complaint include:

Joint Agreement	Alternative Dispute Resolution	Formal Complaint
<ul style="list-style-type: none"> • No-contact agreements • Restrictions on participation in portions of campus life • Periodic check-ins with the Decision-Maker or their delegate • Confidentiality agreements • Any other condition, restriction or requirement that may be reasonable in the circumstances 	<ul style="list-style-type: none"> • Education/Self-Reflection • No-contact agreements • Restrictions on participation in portions of campus life • Acknowledgments and apologies, where appropriate • Any other condition, restriction or requirement that may be reasonable in the circumstances 	<ul style="list-style-type: none"> • Education/Self-Reflection • No-contact orders • Restrictions on participation in portions of campus life • Periodic check-ins with the Decision-Maker or their delegate • Confidentiality orders • Bans from Campus activity • Removal from Campus Housing • Loss of Employment/Restrictions on Employment • Suspension • Expulsion • Any other condition, restriction or requirement that is appropriate and proportionate to the situation

14. Challenging Decisions/Outcomes

A Complainant may file a grievance under Policy 70 – Student Petitions and Grievances (for students), the Memorandum of Agreement – UW/FAUW (for faculty) or Policy 36 – Dispute Resolution for University Support Staff (for staff) if they believe the decision or outcome to be unfair or unreasonable.

A Respondent may file a grievance under Policy 70 – Student Petitions and Grievances if they believe the decision or outcome to be unfair or unreasonable. If the outcome impacts the Respondent in their capacity as an employee of the University, they may file a grievance under the Memorandum of Agreement – UW/FAUW (for faculty) or Policy 36 – Dispute Resolution for Support Staff (for staff). The grievance should be submitted to the appropriate decision-making authority within the timelines stated in the governing policy.

Appendix A – Definitions

Alternative Dispute Resolution: Alternative Dispute Resolution (ADR) refers to methods of resolving disputes and disagreements outside of traditional adversarial processes. ADR encompasses various approaches, including mediation, negotiation, arbitration, and conciliation, that allow parties to a complaint to find mutually agreeable solutions with the help of a neutral third party.

Complainant: A Complainant is a person who is alleged to have experienced or witnessed harm, who wishes to pursue a University-led process to address that harm.

Complaint: A Complaint is a written submission made by a Complainant outlining the harm alleged to have occurred and providing pertinent and relevant information necessary to initiate a Joint Agreement, Alternative Dispute Resolution or a Formal Complaint under this Policy.

Decision-Maker: In the context of Policy 42 Complaints, the Decision-Maker is the Associate Provost, Students or their delegate. The Decision-Maker is responsible for managing Complaint processes and rendering decisions throughout and at the conclusion of such processes.

Disclosure: A Disclosure refers to the sharing of information about an incident of GBSV to a member of the campus community for the purpose of accessing services and supports.

Formal Complaint: A Formal Complaint process results in a formal investigation into the allegations, a finding of fact based on the balance of probabilities, a consideration of whether the findings of fact amount to a breach of Policy, and where a breach is found, the imposition of formal disciplinary outcomes.

Gender-Based Violence: Gender-Based Violence (GBV) is any kind of harm or abuse that happens because of a person's gender, how they express it, or how others see their gender. It is often caused by unfair power differences between people who differ in sex, sexual orientation, gender, gender identity, gender expression or perceived gender.

Interim Measures: Interim Measures are temporary conditions and/or restrictions that may be placed on Complainants and Respondents under this Policy, implemented to support a safe campus environment and to maintain the integrity of any process undertaken.

Joint Agreement: A Joint Agreement is an agreement between a Complainant and a Respondent and the Decision-Maker to terms and conditions that aim to facilitate the coexistence of the Complainant and the Respondent on campus and in their participation in Off-Campus University Events before, or instead of an Alternative Dispute Resolution process or Formal Complaint process. A Joint Agreement does not result in a finding of fact, or a finding of breach of policy. The facts alleged in the Complaint are not discussed or investigated, and no discipline is imposed.

Off-Campus University Event: An Off-Campus University Event is an off-campus gathering or activity officially sanctioned, organized, sponsored, and/or overseen by the University of Waterloo or by University department(s), facult(ies) or employee(s). This includes off-campus academic activities (such as field trips, work placements, and co-op employment), administrative functions (including off-campus meetings that may have a social component), campus community events at external locations, and invitation-only events. Off-Campus University Events are reasonably recognized as affiliated with and conducted under the auspices of the University.

Respondent: The Respondent is the University student who is alleged to have committed GBSV.

Sexual Violence: Sexual Violence is a form of Gender-Based Violence. It includes any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's

consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, coercion, voyeurism, sexual exploitation, intimate partner violence, technology-facilitated sexual violence, stealthing, and any other form of unwanted conduct or comment of a sexual nature.

Support Person: A Support Person is an individual who may provide moral and emotional support through processes described in this Policy. A Support Person is normally a friend, fellow student or colleague or family member. The Support Person has no official standing in any process under this Policy.

University Advisors: University Advisors are representatives from University departments who may receive information related to the management of Disclosures and Complaints under this policy to provide advice to the Decision-Maker.

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