

Agreement to Mediate

1. The Process

Mediation is a voluntary and informal process by which parties in dispute, with the assistance of a mediator, endeavor to negotiate a solution responsive to their respective needs, within a mediation framework.

The parties agree to attempt to solve their differences through the mediation process.

2. Confidentiality

The parties and the mediator agree that all information disclosed and all statements made at the mediation are confidential and will not be disclosed to a third party, or used in any litigation, except:

- a. where the parties and the mediator have consented in writing to disclosure or use; or
- b. where disclosure or use is required by law; or
- c. where a settlement was reached at the mediation and recorded in a document signed by the parties or their representatives and by the mediator, in which event the signed document or a copy of it may be adduced in evidence to prove the fact of and the terms of the settlement; or
- d. where a party denies that the party entered into the mediation agreement, in which case the signed agreement or a copy of it may be adduced in evidence.

3. Identity and Role of Mediator

The mediator is _____.

The mediator's role is to assist the parties to resolve their differences. The mediator will not make decisions for the parties about how these differences should or must be resolved.

The mediator will not provide legal representation or advice and has no duty to assert or protect the legal rights and responsibilities of any party.

The mediator is not aware of anything which might put the mediator in a position of possible conflict of interest. In the event that, during the course of the mediation, information is provided to the mediator which alerts the mediator to the possibility of a conflict of interest on the mediator's part, the mediator shall notify the parties immediately and, unless the parties and the mediator unanimously agree, the mediation shall cease forthwith, to be resumed at a later agreed time with another mediator.

4. Authority to Settle

Unless the other party and the mediator shall agree, each party to the mediation must attend the mediation conference in person. If a party to the mediation is not a natural person (i.e. is a corporation) that party must be represented at the mediation by a natural person, who shall have full knowledge of the circumstances and issues and who shall have the power to reach agreement on behalf of the corporation, or who shall have in place arrangements under which the representative can make immediate contact with a person with authority to bind the corporation, so that any in-principle agreement reached during the mediation can be confirmed on the day.

5. Right to Withdraw

Each party's participation in the mediation is voluntary. While each party agrees to participate in the mediation in an attempt to reach settlement of the issues raised, any party or the mediator may withdraw from the mediation at any time.

6. Mediation Sessions

The parties will attend one or more mediation sessions at times and places scheduled by the mediator and agreed to by the parties.

The mediator may meet with either party alone, and any information oral or written disclosed to the mediator by a party, in the absence of the other party, will be confidential; but may be disclosed by the mediator to the other party with the permission of the first party.

7. Fees and Charges

The mediator fees for this mediation will be \$ _____

This includes preparation and a mediation session of up to _____ hours

Additional mediation time will be charged at _____ per hour

Travel Costs _____

Room Hire _____

Each party will be responsible for 50% of the total fees and charges, half of which is payable in advance.

8. Consent to This Agreement

Each of us has read this agreement and agrees to proceed with the mediation on the terms contained herein.

The parties do not have to sign the same copy of this agreement (i.e. this agreement may be executed in counterparts).

NAME _____

DATE _____

SIGNATURE _____

DATE _____

NAME _____

DATE _____

SIGNATURE _____

DATE _____

MEDIATOR _____

DATE _____

SIGNATURE _____

DATE _____