

# Mediation

## AGREEMENT TO MEDIATE

**BETWEEN:** (Parent/s)  
**AND:** (Representing the LA)  
**AND:** (Mediator)

1. *Appointment of Mediator.* A dispute having arisen between the parties, they have agreed to attend a mediation to resolve the dispute and the signing of this agreement is evidence of the parties having appointed the mediator and having the intention to participate in the mediation in a bona fide and forthright manner, to explore alternative solutions, consider compromises and accommodations and to make a serious attempt to resolve this dispute.
2. *Conflicts of interest.* Prior to the mediation, the mediator will disclose to the parties any prior dealings she has had with any of the parties and interest she may have in the dispute.
3. *Co-operation.* The parties shall co-operate with each other and the mediator during the mediation.
4. *Authority to settle.* The parties or their appointed representative have the full authority to settle the dispute at the mediation.
5. *Conduct of the Mediation.* (i) The mediator will be impartial and neutral. (ii) The mediator will not provide legal advice to any party. (iii) The mediator will not make any decisions for any party. (iv) The mediator may hold joint and private sessions.
6. *Confidentiality.* (i) The parties and the mediator will not disclose to anyone not involved in the mediation any information or document given to them during the mediation unless required to do so by law. (ii) Any information disclosed to the mediator in private is to be treated as confidential by the mediator unless the party making the disclosure states otherwise.
7. *Privilege.* The parties shall not rely on or introduce as evidence in any subsequent tribunal proceedings any views expressed, or suggestions made, by the other party in respect of the possible settlement of the dispute, or any admissions made by the other party in the course of the mediation, or the fact that the other party in the course of the mediation indicated a willingness to consider or accept a proposal for settlement, or any statement or documents made by the mediator. Parties will not subpoena or

otherwise require the mediator to testify or produce records or notes in any future proceedings. All records and notes will be destroyed at the end of the mediation.

8. *Subsequent Proceedings.* The mediator will not accept appointment as an arbitrator or act as an advocate in or provide advice to a party to any tribunal proceedings relating to this dispute.
9. *Termination.* The mediation may be terminated at any time by a party or the mediator. The mediation is automatically terminated upon execution of a settlement agreement.
10. *Settlement.* Where a settlement is reached, the terms will be written down and signed by the parties before they leave the mediation and the parties will carry out the terms of the settlement as soon as possible.
11. *Exclusions of liability.* The mediator will not be liable to a party for any act or omission in performance of the mediator unless the act or omission is fraudulent.
12. *Indemnity.* The parties will indemnify the mediator against any claim for any act or omission in performance of the mediator unless the act or omission is fraudulent.

Dated \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2017

.....(party)

..... (party)

..... (party)

..... (mediator)