

MEDIATION AGREEMENT

The parties agree to enter into a mediation process and have engaged [name of lawyer] as the mediator. The parties and the mediator agree as follows:

1. Process: mediation as an informal settlement process. The parties confirm their intention to participate in this mediation process, in good faith, in order to seek a consensual resolution of the matters between them.
2. Mediator: the mediator is an independent neutral facilitator, who will assist the parties to negotiate their own voluntary settlement of the issues, if that is possible. The mediator is not providing legal advice, legal representation or any other form of professional advice, nor should the same be asked of him.
3. Authority to settle: appropriate representatives with full, unqualified authority to settle the dispute will attend the mediation conference.
4. Inadmissibility: to promote unification and settlement discussion, all statements and offers major and mediation or inadmissible for any purpose in any legal proceeding, arbitration or other proceedings. The parties will not subpoena or otherwise require the mediator to testify, produce records or notes in any further proceedings. The mediator will be authorized to destroy all notes and documents after the mediation, be it successful or not.
5. Confidentiality: mediation is a confidential process and the parties and their advisers agree not to disclose information about the mediation without permission, to any third party except as required to enforce any agreement or settlement reached. The mediator will not voluntarily and without permission of both parties, disclose to anyone who is not a party, or a party's advisor, anything said or done or any material submitted to the mediator except as required by law.
6. Independent advice: the parties are responsible for obtaining their own independent legal and other professional advice, including that from appraisers and accountants.
7. Termination: the mediation conference may be terminated by any party, or the mediator at any time.
8. Fees and disbursements: the parties agree to share the costs of mediation. The lawyers, where involved, undertake the payment of their party's share of the mediator's account. \$500 cancellation fee for cancellations within 72 hours of the first session. General rate: \$500 for initial preparation, and \$300 per hour plus disbursements and GST/harmonize tax.
9. Each party also acknowledges that they have read the next annexed document (Mediation Protocol) and confirms that each will observe the spirit of the approach set out in that document.

Dated this day of , 2009

Signature
Print Name

Signature
Print Name

Signature
Print Name

Signature
Print Name

MEDIATION PROTOCOL

Role and Expectations of the Mediator:

- Expects the parties to participate, with their solicitors, if in attendance, both in the opening statements and in the ongoing discussions, throughout the mediation.
- Will act as an impartial, neutral facilitator, with no decision-making power, to help the parties reach a mutually beneficial agreement.
- May meet with solicitors prior to the commencement of mediation, or in a caucus as the mediation progresses if all solicitors and clients so wish.

Role of the Parties:

- from the onset, to take an active role in discussing his/her needs and interests
- to offer his/her perspectives on the dispute
- to be open and attentive to hearing and learning about the needs and interests of the other side; yelling and swearing does not advance one's case
- to be open and attentive to learning about the strengths and weaknesses of the legal positions of both sides of the dispute
- to engage in a good faith effort to resolve the dispute while ensuring that the agreement reasonably meets his/her own needs and interests
- if children are involved, prior year's income tax returns will be necessary for purposes of establishing child support payments
- to accurately fill out financial statements, where applicable.

Role of Solicitors/Representatives:

- to be creative, clever and positive.
- to advise and assist clients throughout.
- to discuss with the other solicitors, and with their respective clients, legal, evidentiary or practical matter suggested by the mediator or requested by the clients.
- to encourage their clients to participate directly in the proceedings and to provide their perspective on the dispute
- to mutually engage with their clients and the other side in a problem solving approach to resolve the issues in dispute
- to provide legal advice.
- to draft settlement documents.
- to accord the mediation process the same degree of professional responsibility and courtesy as they do, the court process