



DISPUTE
RESOLUTION
CENTRE



Western
Law

**AGREEMENT TO MEDIATE
AND
TERMS OF MEDIATION**

1. IDENTITY OF THE PARTICIPANTS

The participants are:

_____ and

_____.

2. THE PROCESS

I agree to make a good faith attempt to settle this dispute through the mediation process, on the terms contained in this agreement.

3. MEDIATION SESSIONS

I will attend one or more mediation sessions, at the time and place scheduled and agreed to by all mediation participants. I will make a good faith attempt to keep all appointments with the DRC and will reschedule (by email or by leaving a voicemail) with as much notice as possible if I am not longer able to attend a DRC appointment.

4. LIMITING CONDITIONS

I agree that there are no restraining orders, probation orders, bail conditions, peace bonds, or any other restrictions in place which would prevent me from being with the other participant for the purpose of mediation. I will provide the mediator with the details and documentation of any such orders or conditions in advance of scheduling a joint mediation session.

5. COURT PROCEEDINGS

I agree to make the mediator(s) aware of any ongoing court proceedings, and I understand that the mediation process may be paused or terminated if court proceedings

are resumed or commenced while the participants are attempting to reach an agreement through mediation.

6. AUTHORITY TO SETTLE

I, or those representing me at the mediation, will have full, unqualified authority to settle the dispute.

7. PARTICIPANT CONFIDENTIALITY

I acknowledge and agree that mediation is a confidential settlement process and is without prejudice (facilitated by a neutral mediator). I will not disseminate any information discussed during the mediation to any individual or organization other than those named in this agreement, unless required by law.

For peace bond (s. 810 Court) mediations: I note the exception that either participant may correspond, or otherwise communicate with the Crown regarding the mediation and its outcome.

8. MEDIATOR CONFIDENTIALITY

I understand that during the mediation process, the mediator may disclose to any participant, any information provided by any other participant, unless the disclosing participant has specifically requested that the mediators keep this information confidential.

I understand that the mediator will not disclose to anyone who is not a participant in the mediation anything said or any materials submitted to the mediators, except:

- (a) to lawyers or other professionals retained on behalf of the participants;
- (b) **for peace bond (s. 810 Court) mediations:** to the Crown Attorney's Office to provide a report of the outcome of the mediation;
- (c) to any other individual, if all participants have provided their consent;
- (d) for research or education purposes on an anonymous basis
- (e) where ordered to do so by a judicial authority or where required to do so by law; including but not limited to obligations to report a child in need of protection; or
- (f) where the information suggests that there will be actual or potential threat to human life or safety, or the commission of a crime in the future.

9. TERMS FOR VIRTUAL MEDIATION

I understand that I may participate in mediation at a distance and that technological platforms, such as Zoom or Teams, will be used in distance mediation. I also understand that while participants and the mediator may be in different locations, this does not preclude one or more of us from being present with the mediator for the purposes of the mediation.

Specifically, I agree to the following terms in relation to virtual mediation:

- (a) I am responsible for confidentiality/privacy on my end of the technology;
- (b) meetings and mediation sessions are to occur in a private place;
- (c) only individuals approved by the mediator may attend the sessions with me;
- (d) audio or video recording of sessions is not permitted;
- (e) technology-based sessions are like in-person sessions—neither the mediator nor the client will do anything on the technology platform that they would not do face-to-face;
- (f) I will turn off all ringers, alerts, etc. when I am in the mediation session to keep interruptions to a minimum; and
- (g) as technology-based sessions are scheduled in advance, I will extend the same courtesy I would extend to in-person meetings with respect to rescheduling (i.e. I will provide as much notice as possible to the mediator(s), see section 3 above).

10. IDENTITY OF MEDIATORS

The mediators are:

_____ of the Dispute Resolution Centre

and

_____ of the Dispute Resolution Centre.

11. MEDIATION SUPERVISION

I understand that the mediation session may be supervised by the DRC Director, and that all documents, including the final mediation agreement are subject to her final approval.

12. NO SUMMONS OR SUBPOENA

I agree that at no time will I call the mediators named in section 9 above, as witnesses to testify to the fact of mediation or to any oral or written communication made at any stage of the mediation. No party will summons, subpoena, or seek access to any documents prepared for or in connection with the mediation, including but not limited to, any records, notes or work products of the mediators other than this agreement to mediate. The mediators may produce and rely upon this Agreement to Mediate as proof of the terms and conditions by which the mediation was governed.

13. MEDIATOR'S ROLE

I understand that the mediator's role is to assist the parties to negotiate. The mediators will not make decisions for the parties about how the matter should or should not be resolved. The mediators will not provide legal advice to the parties. Specifically, I understand that the mediator is not a judge, arbitrator, or assessor and does not represent or act on behalf of the participants. I understand that the mediator is an impartial facilitator whose role is to help the participants communicate and negotiate in an attempt to voluntarily resolve the dispute on consent.

14. PARTICIPANTS' OWN LAWYERS

I understand that I may seek legal representation or advice prior to or during the mediation. I may have a lawyer present at the mediation if I wish.

The mediator,

- (a) will not provide legal representation or legal advice to any participant at any time,
- (b) has no duty to assert or protect the legal rights and responsibilities of any participant,
- (c) is not required to raise any issue not raised by the parties themselves,
- (d) and will not determine who should participate in the mediation.

15. PARTICIPANT RIGHT TO WITHDRAW

I understand that I am part of a mediation on a voluntary basis. While I intend for the mediation to reach an agreement, I understand that I may withdraw from the mediation at any time, for any reason.

16. MEDIATOR RIGHT TO WITHDRAW

I understand that the mediation is provided through a student-run program at Western Law, and that students expect to be respected at all times. The mediator of the dispute reserves the right to terminate a mediation session over any concerns to personal safety or for any other reason.

17. COSTS OF THE MEDIATION

I understand that there is no cost for the mediation service provided by the DRC.

18. LIMITATIONS

I understand that there is no guarantee of resolution from mediation, and that the participants may not be fully satisfied with the outcome. In no event shall either participant, either jointly or separately, hold the DRC, DRC Director, Western, or any Western students liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence, or other tort, arising out of or in connection with the use of the DRC's mediation service.

19. CONSENT TO THIS AGREEMENT

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

Participant Signature

Print Name

Date

Participant Signature

Print Name

Date

Co-Mediator Signature

Print Name

Date

Co-Mediator Signature

Print Name

Date