

# Agreement to Mediate

This Agreement to Mediate, made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

at \_\_\_\_\_ , \_\_\_\_\_ .  
(City/Town) (Province)

**This is an agreement between:**

\_\_\_\_\_, representing \_\_\_\_\_, and  
\_\_\_\_\_, representing \_\_\_\_\_ .

**Mediator to enter the process of Mediation:**

\_\_\_\_\_

**In the Matter of Mediation of:**

\_\_\_\_\_

**Whereas:**

The parties choose mediation as the dispute resolution mechanism as opposed to the traditional approach of the Canadian Transportation Agency. The parties and the mediator agree to negotiate in the mediation process in good faith and with a concerted effort to resolve the dispute.

**The Parties Also Agree to the Following:**

- 1. Role of Mediator:** The mediator will act in the capacity of a neutral, third-party facilitator in the course of negotiations towards reaching a solution to the dispute in question.
- 2. Code of Conduct:** The mediator, along with the parties involved in the mediation process shall establish and agree to basic ground rules that will facilitate the process of mediation. The parties shall act in good faith.
- 3. Impartiality:** The mediator is a completely impartial third party and shall not advance the interests of one party at the expense of another.
- 4. Confidentiality:** All matters related to the mediation of a dispute shall be kept confidential, unless the parties to the dispute otherwise agree, and information provided by a party for mediation purposes shall not be used for any other purpose without the consent of that party. More specifically, all information, *(over)*



including but not limited to oral proposals, written evidence, data, reports and other evidence, presented during mediation sessions cannot be used by the other party if the matter proceeds to the Agency or another body. The mediator cannot be compelled to testify or provide documentation regarding the issues discussed during the mediation process except under lawful authority. The parties shall not call the mediator as a witness in the course of any legal proceedings, nor subpoena any records or notes resulting from the mediation sessions. The mediator shall not discuss any elements brought forth during the course of the mediation sessions with Agency colleagues, unless agreed to by the parties.

5. **Authority to Settle:** In order for the negotiations to be effective, it is necessary that each party is represented by an individual who is duly authorized to negotiate and enter into an agreement with the other party.
6. **Exchange of Documents and Information:** All parties must disclose and exchange all relevant information and documentation with the mediator and the other parties.
7. **Summary Report:** Prior to mediation, it is agreed that each party will submit a brief summary of the issues in dispute to the mediator within a given number of days agreed to by all parties, before the first mediation session.
8. **Scope and Time Frame of Mediation:** The statutory timeframe to complete a mediation is thirty days from the date the Agency refers the dispute to mediation, unless the parties agree otherwise.
9. **Legal Counsel/Advice:** The mediator will not advise either party regarding legal or any other issues. The parties shall secure their own independent legal counsel, if they deem it necessary, to completely understand the ramifications of the settlement.
10. **The conclusion of mediation:** Mediation is a voluntary process. The process of mediation will proceed until a negotiated settlement is reached unless one of the parties withdraws from the process or in the instance the mediator believes that it is not possible to reach an solution. In the event of a partial solution with an application before the Agency, the parties will notify the Agency of the disposition, areas of agreement and areas remaining in dispute that require formal Agency resolution.

**Signed:**

Party 1: \_\_\_\_\_ Party 2: \_\_\_\_\_

Mediator: \_\_\_\_\_