TEMPLATE OF A MEDIATION AGREEMENT

Each of X and Y, (collectively, the Parties   and individually, a Party) agree as follows:

1.   Role and Responsibilities of the Mediator

a)   The Mediator is an impartial third party who does not represent either of the Parties. The Mediator's role is to help the Parties to negotiate a voluntary settlement of the issues in dispute between them.

b)   The Mediator does not offer legal advice and has no duty to assert or protect the legal rights of any Party, to raise any issue not raised by the Parties themselves or to determine who should participate in the mediation created by this Agreement (the Mediation). The Mediator has no duty to ensure the enforceability or validity of any settlement agreement reached.

2.   Roles and Responsibilities of the Parties

a)   The Parties voluntarily enter into the Mediation in an attempt to resolve a dispute between them. The signing of this Agreement is evidence that the Parties intend to conduct this Mediation in an honest and forthright manner and to make a serious attempt to resolve the dispute.

b)   The Parties acknowledge that the primary responsibility for resolving the outstanding issues between them rests with them and not with the Mediator.

c)   The Parties agree to disclose all information pertinent to issues contained within the mediation, including any necessary financial information.

3.   Indemnity

The Parties agree that the Mediator is not liable for any act or omission in connection with the Mediation and agree to indemnify and hold the Mediator faultless from any claims for damages that may arise in any way from the Mediation.

4.   Confidentiality

a)   If the Mediator believes that information disclosed in a private discussion with one Party is significant to the mediation process, the Mediator may disclose the information to the other Party unless the Party making the disclosure clearly and specifically states that the disclosure is confidential.

b)   Other than to the Parties, the Mediator will not voluntarily disclose anything that is said or takes place in the Mediation, with the following exceptions:

(i) The Mediator may discuss the Mediation and information disclosed therein with a representative of a Party, except that which is divulged confidentially by one party in a private meeting with the Mediator.

(ii) The Mediator may disclose non-identifying information for research, educational or reporting purposes;

(iii) The Mediator may disclose information: with the written consent of both Parties; where ordered to do so by an appropriate judicial authority; where required to do so by law; or where the information disclosed suggests an actual or potential threat to human life or safety.

c)   The Parties understand that mediation constitutes settlement discussions and that statements made during the course of the mediation are generally inadmissible in any legal proceeding relating to the matters being mediated.

d)   The Parties agree not to introduce into evidence in any legal proceeding statements made by a Party or the Mediator in the Mediation. However, evidence that is otherwise discoverable or admissible does not become inadmissible or non-discoverable merely because of its use in the Mediation.

e)   The Parties agree that neither of them may compel the disclosure of any documents received or prepared by the Mediator.

f)   Neither of the Parties may compel the Mediator to testify in any legal proceeding regarding information disclosed during the Mediation or communicated to the Mediator in confidence.

5.   Status of Matters during the Mediation

a)   Prior to the conclusion of the Mediation, neither Party may initiate any legal action or pursue any prior action against the other party.

b)   By signing this Agreement, each of the Parties acknowledges that he or she has read this Agreement and agree to proceed with the Mediation on the terms contained herein.

IN WITNESS WHEREOF, the parties have signed the request:

Signed by _____ representing _____
                    (print name)   (name party)

on _____ in _____ .
          (date)   (city, province)

_____   _____
Signature   Email address

Signed by _____ representing _____
                    (print name)   (name party)

on _____ in _____ .
          (date)   (city, province)

_____   _____
Signature   Email address