

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

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Plaintiff

- and -

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Defendants

MEDIATION AGREEMENT

Mediation scheduled for:

Time:

Location: Video/Teleconference

Address: Remote Attendance

Mediator: Esther M. Cantor

THE PARTIES AND THE MEDIATOR AGREE AS FOLLOWS:

1. Mediation is an informal settlement process by which the Parties try to reach a solution that is responsive to their interests. The signing of this agreement is evidence of the agreement of the Parties to make a serious attempt to resolve the outstanding issues.
2. The Mediator agrees to serve as Mediator in connection with this matter.
3. The Mediator is a neutral facilitator who will assist the Parties to reach their own settlement. The Mediator does not offer legal advice, or raise any issue not raised by the Parties themselves nor ensure the enforceability or validity of any agreement reached at mediation.
4. The representatives of the Parties attending the Mediation have authority to reach a settlement in this matter.

5. It is understood that disclosure of relevant information is important to the mediation process. Subject to the confines of the adversarial process, there will be meaningful disclosure by each of the Parties to the other and to the Mediator of relevant information and documents.
6. It is agreed that the Mediator may disclose to any party or to any party's counsel any information provided by the other party in caucus, unless a party or the party's counsel has specifically requested and authorized the Mediator to not disclose such information to the other party.
7. The Mediation is a confidential process and the Parties agree to keep all communications and information exchanged at the Mediation in confidence. The only exception to this is disclosure for the purpose of enforcing any settlement agreement reached at Mediation.
8. The Parties agree that at no time will any party call the Mediator as a witness to testify as to the fact of the Mediation or as to any oral or written communication made at any stage of the Mediation or for any other purpose whatsoever, in subsequent proceedings or otherwise. 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 product of the Mediator other than this Mediation Agreement.
9. Any party or the Mediator may produce and rely upon the Mediation Agreement as proof of the terms and conditions by which the Mediation was governed.
10. The Parties and/or their counsel understand that this mediation is taking place in whole or in part by videoconference and/or teleconference. The Parties agree that the mediation shall be a 'mediation' for the purposes of all applicable legislation, regulations, and rules.
11. The Parties acknowledge that they have made their own inquiries as to the suitability and adequacy of the Tele-/Videoconference Platform for its proposed use in the mediation and of any risks in using the Tele-/Videoconference Platform, including any risks in relation to its security, privacy or confidentiality and request the mediator to proceed with the use of same.
12. The parties and their counsel understand and agree that all communications throughout the duration of the mediation are expressly confidential, regardless of the method of participation. The parties and their counsel agree not to record, by any means, in any of the communications, actions or events which take place during the mediation [save and except for notes for their personal or professional use].
13. While some Videoconferencing and Teleconferencing platforms may allow for recording, the mediator will disable this feature and no party or counsel is authorized to alter or modify the disabling of the recording feature.

14. The minimum charge for any mediation is:

| Number of Parties | Fee for Half-day Mediation | Fee for Full-day Mediation |
|-------------------|----------------------------|----------------------------|
| 2 | \$3,438.00 | \$4,860.00 |
| 3 | \$3,938.00 | \$5,360.00 |
| 4 | \$4,438.00 | \$5,860.00 |

plus disbursements and taxes. If the Mediator's time spent reading the briefs and otherwise preparing for the mediation, travelling to and from the mediation, conducting the mediation and all correspondence and telephone attendances associated with the mediation exceed five hours for half-day mediations and eight hours for full day mediations, then the mediation will be billed on the basis of additional time spent at the Mediators hourly rate of \$650 per hour.

15. Cancellations made more than 30 days before the Mediation do not attract any cancellation fee. Cancellations made within 30 days and more than two days of the mediation attract a cancellation fee of \$2,800.00, for half day and \$3,700.00 for full day Mediation. Cancellations made within 2 days of the mediation attract a cancellation fee based on the full charge as above. If the Mediator has incurred disbursements to third party providers for rented space, etc., which cannot be cancelled, such charges will be passed along as part of the cancellation charge.
16. The Parties agree that the Mediator's fee shall be split equally among the Parties unless otherwise agreed.
17. The Solicitors for the Parties are responsible for the Mediator's Account and undertake to pay it within thirty (30) days of receipt of the account.
18. The Parties and the Lawyers for the Parties are deemed to have agreed to all of the terms of this Agreement upon the earlier of the commencement of the mediation, or 30 days from the date that the Agreement was sent by the Mediator, whichever first occurs, unless and until the Parties and/or the Lawyers for the Parties indicate otherwise in writing.

IN WITNESS WHEREOF the Parties and their counsel have signed this Agreement or provided their agreement to same by reply Email, if not attending in person.

Date: *

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