



AGREEMENT TO MEDIATE

This Agreement to Mediate, made on the _____ day of _____, 200_,
at _____.

This is an agreement between _____ representing _____,
and _____, representing _____ and _____
(Mediator) to enter into the process of Mediation.

IN THE MATTER OF THE MEDIATION OF _____

WHEREAS:

The parties choose mediation as the dispute resolution mechanism as opposed to the traditional approach of the Canadian Transportation Agency (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 information disclosed in the process of mediation shall remain confidential, unless agreed to by the parties. All information, 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 agree not to 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 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 mediator and the parties shall establish the scope and the time lines for mediation. Both parties must agree to an indefinite extension of the statutory deadline if the matter is before the Agency prior to mediation. This extension of time will be for a period sufficient to allow the mediation process to be completed or, if the case returns to the Agency for resolution through the traditional process, for sufficient time for such resolution.
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 Agency of the disposition, areas of agreement and areas remaining in dispute that require formal Agency resolution.

Signed:

Party 1

Mediator

Party 2