



## **AGREEMENT TO MEDIATE**

**AND**

## **TERMS OF MEDIATION**

BETWEEN:

(Hereinafter “the Parties”)

AND:

Southern First Nation Secretariat  
(Name)

(Hereinafter “the Mediator”)

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### **The Nature of Mediation**

Mediation is a voluntary way of resolving disputes and applies to many situations, i.e. Child Welfare, Family Mediations, and Commercial Mediations. Mediation or ADR as it is commonly known is where a trained mediator helps parties resolve disputes about issues that are important to them. It attempts to address the underlying issues, the needs, wants and desires of each party, making resolution more likely and transparent. It is about helping parties move forward on issues that would normally seem insurmountable. Even if an agreement is not reached at Mediation the likelihood of the issue/s being resolved are increased dramatically.

## **The Process**

1. \_\_\_\_\_, Mediator with the Southern First Nation Secretariat will be the Mediator.
2. The Mediator will act as an impartial facilitator to assist the Parties in a negotiation aimed at the resolution of issues between them.
3. The Mediator has no authority to impose a resolution.
4. The Parties will work with the Mediator to isolate points of agreement and disagreement, to identify their interests, to explore alternative solutions, and to consider compromise and resolution.
5. The Parties will agree on the issues to be mediated.
6. The mediation will be private with only the Parties and the Mediator present.
7. The mediation will not be recorded in any manner.

## **Confidentiality:**

If the mediator believes that information disclosed in a private discussion 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. The mediator will not voluntarily disclose to anyone who is not a party, anything that is said or takes place in the mediation, except that:

The mediator may disclose non-identifying information for research or educational purposes

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.

Due to the nature of the Mediation session, the Mediator agrees to keep in the strictest confidence all information that comes into his possession while performing his responsibilities as Mediator in the Mediation Session.

The Mediator agrees to keep the following information confidential:

- All internal documentation including legal opinions, memoranda, policies, and all correspondence.
- Political strategies and positions
- Organizational business
- Other such information explicitly noted as confidential prepared for, provided in, or shared within relation to the Mediation Session.

### **Inadmissibility**

8. All disclosures, including the Mediator's file, are inadmissible in any litigation, arbitration or other proceeding to the extent permitted by law. The Parties agree not to summons or otherwise require the Mediator to testify or produce records or notes in any proceedings.

### **No Liability**

9. The Mediator and the SFNS shall not be liable to any Party for any act or omission in connection with the mediation conducted under this Agreement to Mediate.

### **Termination**

10. The mediation is terminated when either Party or the Mediator confirms either verbally or in writing that the mediation has come to an end.

### **Fees**

11. The SFNS shall pay the Mediator's fees as agreed in the Terms of Reference

### **Conclusion of the Mediation**

12. Usually, the mediation will conclude with the signing of an agreement that sets out the resolution of some or all of the issues that are the subject of the mediation. **The Mediator will record the parties' agreement in writing.**

By signing this agreement, each of the parties, and the Mediator acknowledges that he or she has read this agreement and agrees to proceed with the mediation on the terms contained in it.

SIGNED IN TRIPLICATE this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Party 1

\_\_\_\_\_  
Party 2

\_\_\_\_\_  
Party 3

\_\_\_\_\_  
Co-Mediator –  
Southern First Nation Secretariat

\_\_\_\_\_  
Co-Mediator –  
Southern First Nation Secretariat