



FEES MEDIATION COMMITTEE AGREEMENT TO MEDIATE

Mediation Between: *Client and Engineering Firm*

File No:

Mediator:

The parties agree to attempt to settle their dispute through the mediation process on the terms contained in this agreement by identifying points of agreement and disagreement, exploring potential solutions, and considering compromises and/or accommodations. This mediation is subject to the provisions of the *Commercial Mediation Act, 2010*, S.O. 2010, chapter 16, to the extent that these provisions do not conflict with the *Professional Engineers Act*.

1. Authority to settle:

The parties or those representing them at the mediation will have full, unqualified authority to settle the matter or immediate access to a person with such authority throughout the duration of the mediation session.

2. Role of mediator:

The mediator's role is to facilitate discussion and to assist the parties in negotiation. The mediator will not provide any legal representation or advice, and will not make any decisions for the parties or advise the parties as to how the matter should or must be resolved. The mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

3. Immunity of Mediator:

The parties agree that the mediator has the immunity stated in section 45 of the *Professional Engineers Act*, R.S.O. 1990, chapter P.28.

4. Confidential disclosure with the mediator:

A mediator may disclose to a party at the mediation session, any information relating to the mediation that the mediator receives from another party unless that other party expressly asks the mediator not to disclose the information.

5. Confidentiality:

The parties acknowledge and agree that mediation is a confidential settlement process, and is without prejudice. The parties understand and agree that the mediation session will involve

settlement negotiations and that the discussions, statements, admissions, documents shared and views expressed by the parties are inadmissible in any other proceedings, except to the extent allowed or required by law.

The parties will not summons or otherwise require the mediator to testify or produce records or notes in any further proceedings. The mediation session will not be recorded.

6. Settlements:

Where a settlement is reached at the mediation session, the parties will draft any settlement agreement or minutes of settlement or any releases.

7. Termination:

The mediation session may be terminated at any time by any party or by the mediator for any reason.

8. Fees:

The parties are responsible for their respective costs to attend the mediation session. The mediation room will be provided by Professional Engineers Ontario at no cost to the parties.

9. Mediator's Report:

The mediator will provide each of the parties with a report on the outcome of the mediation session. The report will confirm that a mediation session between the parties was conducted and whether a settlement or partial settlement was reached. The report shall not contain any information regarding the negotiations, discussions or information exchanged during the mediation session. The parties may file a copy of this report as may be required in any other proceeding.

Each of us has read this agreement and agrees to proceed with the mediation on the terms contained in this agreement.

Dated at Toronto, this ____ day of _____, 2018.

Client

Client's Representative

Engineering Firm

Firm's Representative

Signed in the presence of

Mediator, P.Eng.