

**Canadian Human  
Rights Tribunal**



**Tribunal canadien  
des droits de la personne**

## **Adjudication-mediation agreement**

### **Case details:**

Complainant(s) name:

Respondent(s) name:

Tribunal file(s) number(s)\*:

\*Include this number when contacting the Tribunal about your case

1. The parties to the complaint(s) have agreed to try to resolve some or all issues in the complaint(s) by mediation/adjudication.
2. We understand that participation in adjudication- mediation is voluntary and that the mediation/adjudication will not proceed without all parties' consent.
3. We agree to attend and participate in the adjudication-mediation session. We agree that we, and those who attend the mediation with us, will respect the process and be courteous to all participants. We agree to make a sincere attempt to discuss all issues fairly and in good faith. We agree that the parties, or their representatives, have the authority to make a binding agreement.
4. We understand that a Tribunal member will conduct the mediation. We agree that if the parties are unable to resolve the complaint through mediation, the Tribunal member who conducted the mediation will continue with case management, conduct the hearing and adjudicate the complaint. Neither party may request that the Tribunal member recuse themselves based

upon anything that occurred during the mediation.

5. The Tribunal member conducting the adjudication-mediation may meet separately with the parties during the mediation portion of the process.
6. Where the parties do not reach an agreement or the Tribunal member determines that the mediation will not be successful, the complaint will proceed to hearing. If further mediation is attempted after the matter proceeds to hearing, this agreement will also apply to such discussions.
7. Pursuant to section 48(1) of the *Canadian Human Rights Act*, if a settlement is reached before the commencement of a hearing before the Tribunal, the terms of the settlement shall be referred to the Canadian Human Rights Commission for approval or rejection.
8. If the complaint proceeds to adjudication, the mediator/adjudicator will not consider statements made or documents provided during the mediation unless they also form part of the evidence in the hearing. The decision will be based entirely on the evidence, submissions and case law presented during the hearing.
9. We understand and agree that mediation is a confidential process. Parties may not use documents provided by another party solely for the purposes of the mediation in evidence before the Tribunal or in any other civil proceeding. Parties may not record the mediation. Statements made during the mediation are without prejudice.
10. We understand that the mediator/adjudicator is not compellable as a witness before the Tribunal or in any other civil proceeding and that the mediator/adjudicator's notes or records are inadmissible before the Tribunal or any other civil proceeding.
11. The parties will not bring any claim against the Tribunal, its members, including the mediator, any employees of the Administrative Tribunals Support Service of Canada or His Majesty in right of Canada, for any act or omission in connection with the mediation.

## **Videoconferencing**

12. The parties in this matter have agreed to participate in mediation by videoconference using Zoom, MS Teams or a similar program. The parties accept the risks associated with web-based video communication, including the potential of security risk and the possibility that the confidentiality of communication could be compromised.
13. The Tribunal notes that public videoconference applications are not recognized by the Government of Canada as a secure channel to discuss protected information.
14. The execution and delivery of this Adjudication-Mediation Agreement by the parties confirms their acknowledgement and acceptance of these risks.

## **Electronic signatures or other method**

15. In the event that parties are not able to provide signatures by hardcopy in part 16, the Tribunal will accept one of the following:
  - A scanned copy of the party's signature sent to the Tribunal by email; or
  - Forwarding the Tribunal's email containing this Adjudication-Mediation Agreement to the Tribunal with the body of the email including the name and party/role and the wording (or similar): "By forwarding this email I am hereby electronically signing the referenced Mediation Agreement and confirming my agreement to be bound by its terms").



**Ask for help:** If you have any trouble filling out this form, contact the Registry office by email at [registry.office@chrt-tcdp.gc.ca](mailto:registry.office@chrt-tcdp.gc.ca) or call 613-995-1707 (toll free: 1-844-899-3604).