



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

The Complainant(s), Respondent(s), Commission, their representatives, and any non-representative participants (the "Party" or "Parties") wish to resolve matters in dispute between them through mediation with the assistance of a Tribunal Member (the "Mediator").

In pursuing mediation, the Parties agree to the following:

1. Good faith, courtesy and respect

- (a) The Parties will make a sincere attempt to discuss all issues fairly and in good faith.
- (b) The Parties will treat each other, the Mediator and all other Parties with courtesy and respect.

2. Role of the mediator

- (a) The Mediator will act as an impartial, third-party facilitator and assist the Parties towards reaching a voluntary solution to the dispute. The Mediator is not providing legal advice and has no power to impose a settlement.
- (b) The Mediator may meet separately with the Parties during the mediation.

- (c) The Mediator may assess the relative strengths and weaknesses of the positions advanced by the Parties and may provide the Parties with a non-binding opinion as to the probable outcome of the inquiry.
- (d) Should the Parties not reach a settlement and the matter proceed to a hearing, the Mediator will not be assigned to hear the complaint without the Parties' request and consent.

3. Authority to settle

- (a) The primary responsibility for resolving the outstanding issues in the above-noted complaint rests with the Parties.
- (b) The Parties to the mediation will have the authority to make a settlement agreement.

4. Confidentiality

- (a) All information acquired during mediation is intended to be without prejudice by the Parties and shall be treated as strictly confidential by the Parties.
- (b) Written or verbal communications made in the course of mediation will not be used as evidence in any Tribunal or other legal proceedings unless the existence or scope of a settlement is in dispute.
- (c) The Mediator will not communicate any information about the mediation to the adjudicator(s).
- (d) The Parties may not compel the disclosure, in any Tribunal or other legal proceedings, of any documents received or prepared by the Mediator for settlement purposes.
- (e) The Parties may not compel the mediator to testify regarding the mediation in any Tribunal or other legal proceedings.

5. Settlement

- (a) Should the Parties reach a settlement, a generic summary of this settlement, as described in the text below, may be referred to the Commission by the Tribunal for statistical reporting purposes:

A complaint alleging a discriminatory practice within the

meaning of section(s) Y(x) of the *Canadian Human Rights Act*, based on the prohibited ground(s) of A(b) was settled. This complaint may have otherwise involved a XX-week hearing.

(b) 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 Commission for approval or rejection.

(c) Where a Complainant or Respondent participates in the mediation without a lawyer and agrees to a settlement, that person will benefit from a “cooling off period” of seven calendar days, during which they may withdraw their agreement to the settlement.

6. Ending the mediation

The Parties or the Mediator may end the mediation at any time for any reason.

7. No liability

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.

8. Videoconferencing

The parties in this matter have agreed to participate in mediation by videoconference using the Zoom software platform 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.

The Tribunal notes that public video-conference applications are not recognized by the Government of Canada as a secure channel to discuss protected information.

In the course of Tribunal mediations conducted by videoconference, security issues are mitigated as follows:

- Recording capability is disabled;

- Enabling a “waiting room” which allows the Tribunal mediator to only admit a participant that is required for mediation;
- Locking the room after all participants have joined the mediation;
- The meeting has a unique meeting identifier and is password protected; and
- Personal emails are not required to access the application.

The execution and delivery of this Mediation Agreement by the parties confirms their acknowledgement and acceptance of these risks.

9. Electronic signatures or other method

In the event that parties are not able to provide signatures by hardcopy in part 11, 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 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”).

10. Acknowledgement

The Parties acknowledge that they have read and understand the terms contained in this Mediation Agreement.

