

AGREEMENT TO MEDIATE ONLINE

By signing this agreement, the parties and their respective counsel confirm that they will:

- Engage in the mediation process in a good faith and forthright manner,
- Remain polite and respectful to each other during the mediation,
- Make a genuine, committed effort to settle the dispute, and
- Consider compromises and alternate solutions to achieve a settlement

IT IS AGREED BY ALL PARTIES THAT:

1. The parties and the mediator are at a distance from each other and agree to mediate from different locations. The parties and the mediator will rely primarily upon information and communication technologies, including the internet, to communicate with each other, and to conduct or participate in the mediation.
2. Mediation is confidential. All discussions, pre-mediation conferences, emails, pictures and documents exchanged as part of the mediation process, and not otherwise required to be shared under the Court Rules or rules of evidence, are without prejudice and will be kept confidential and will not be admissible as evidence in any proceeding.
3. No party will rely on, or introduce into evidence in any proceeding, any other party's views, suggestions or willingness to compromise or accept a settlement proposal, or any admissions or other communications made by any party in the course of the mediation.
4. No party will subpoena, or otherwise require, the mediator to testify about any spoken or written information disclosed as part of the mediation, or to produce any documents or notes made or exchanged as part of the mediation.
5. At all times while using any information or communication technology to participate in the mediation or pre-mediation process, the parties agree not to have any other people, or any recording device, in the room or within viewing or hearing distance.
6. The parties recognize that, given the use of information and communication technology, it is not possible to ensure that all communications will remain

confidential, and it is not possible to completely control where or how some personal information may be collected, stored or accessed.

7. The parties agree to commit to minimizing the chance of inappropriate or inadvertent disclosures, by protecting access to any emails, notes or other information relating to the mediation which may be stored in their computers or elsewhere, and by not recording any portion of the audio or video streaming of any mediation session, and further to minimize the consequences of any such disclosures should they occur.
8. At all times, the mediator is a neutral, independent contractor and will not act as legal counsel for any party.
9. The mediator may speak with any party privately as part of the mediation. The mediator may disclose any information provided by any party to any other party, unless the party disclosing the information requests that the information be kept confidential.
10. Each party will attend the mediation, through information and communication technologies, individually or through a duly authorized representative, and will have full authority to settle.
11. Each party will provide the mediator with a pre-mediation summary of the dispute when requested, and will make themselves available for pre-mediation discussions or communications, as recommended by the mediator.
12. The mediator may terminate the mediation at any time. Any party may also withdraw from the mediation, subject to the party's obligations under this agreement and any applicable Notice to Mediate (General) Regulations.
13. The parties and their counsel are responsible for the substantive content of the settlement agreement, and for the preparation and exchange of all documentation necessary to conclude the dispute, unless otherwise agreed by the mediator.
14. The costs of the mediation will be paid for equally by all parties attending the mediation, unless all parties agree otherwise in writing. The parties and their counsel will be jointly and severally responsible for payment of the mediator's account, and will indemnify the mediator for all costs relating to the mediation.
15. The costs of the mediation will include the mediator's fees for both the pre-mediation and mediation services.
16. The parties agree to schedule the mediation for a sufficient amount of time, on as many occasions as required, as recommended by the mediator. The mediator will notify the parties in advance of the mediation session(s).

17. The parties agree to the mediator using information and communication technologies in relation to the mediation and mediation process, and each party and their counsel agrees that the mediator will not be liable for any matter relating to the mediation, including any inadvertent disclosure of information, and the parties and their counsel release the mediator fully from any such liability.

DATED at _____, B.C. on _____, 2014 _____
SUSAN SMITH, MEDIATOR

Signature of Plaintiff/Claimant

Signature of Plaintiff/Claimant's Counsel

Signature of Defendant

Signature of Defendant's Counsel

Signature of Third Party

Signature of Third Party's Counsel

Signature of Participant

Signature of Participant

Signature of Participant

Signature of Participant