

AGREEMENT TO MEDIATE

This is an agreement among the undersigned (The "Parties"), and the Rights of the Child Commission (RCC) represented by "Mediator", to enter into mediation with the intent of resolving issues related to: Claimant and Respondent.

The parties and the Mediator understand and agree as follows:

1. Appointment and Objectives:

By this agreement, the parties appoint the RCC as Mediator for their negotiations. The parties understand that the Mediator's objective is to assist the parties to reach a fair and constructive agreement that resolves their dispute(s) in a collaborative, consensual and informed manner. The Mediator is neutral in this dispute. The Mediator (RCC) does not decide disputed issues. The Mediator shall be impartial throughout and after the mediation process.

2. Legal Representation:

The Mediator does not provide legal advice to either party and does not represent either party. The parties must retain their own legal counsel for the purpose of obtaining legal advice. If the Mediator provides any assessment on any legal issue or assistance in drafting a settlement agreement, that assessment or drafting assistance is in the RCC's role as Mediator, and does not constitute legal advice to any party or representation of any party.

3. Voluntary:

Mediation is voluntary. Any party may withdraw from or suspend the mediation at any time, for any reason. In addition, the Mediator may suspend or terminate the mediation if she/he feels that the mediation will lead to an unjust or unreasonable result; that an impasse has been reached; or the mediator can no longer effectively perform the facilitative role. The Mediator may follow up with one or more of the parties after the initial conclusion of the mediation if the Mediator believes that there may be more potential for movement or settlement.

4. Confidentiality:

The mediation is a settlement negotiation and will be strictly confidential. Unless authorized by the parties, the Mediator will not disclose confidential information provided by one party to the Mediator. The parties agree to not call the Mediator to testify on their own behalf concerning the mediation or to provide any materials from the mediation in any court proceeding. The only circumstances that permit the Mediator to break confidentiality are:

- i. If Mediator reasonably believes another person may be in danger of harm or has a reasonable suspicion of child abuse that the law requires RCC to report;
- ii. if necessary to defend RCC in any legal action;
- iii. if the parties make a joint written waiver of confidentiality; or

- iv. as may otherwise be required by law, the parties hereby authorize the Mediator to file any reports requested by the Court having jurisdiction over this dispute.

5. Scheduled Mediation Session:

The parties shall meet for mediation on DATE, beginning at 1:00 p.m. at the office of RCC. At the conclusion of this mediation session, if the matter has not been resolved, the parties may schedule additional sessions.

6. Mediation Statements:

The parties may provide the Mediator and the other parties with written mediation statements at least seven (7) business days prior to the scheduled mediation session. The written statements will describe the parties' positions, prior settlement positions, and shall provide any background documents (such as pleadings, court rulings, contracts, or expert reports) that are necessary for the Mediator to understand the dispute. The parties may also provide the Mediator with a private statement (i.e., a statement that is not provided to the other parties) on issues or negotiating positions.

7. Authority:

The parties will be personally present for the mediation. Business entities will be represented by a senior person with settlement authority. Governmental entities will be represented by a senior person with settlement authority, or, in the case of a governmental body such as the Child Care and Protection Agency (CCPA) which cannot feasibly send a full contingent, a member of that governmental body who has the authority to recommend the approval of any settlement by the body with a good faith expectation that the body will approve the member's recommendation.

8. Settlement Agreement:

If the parties reach a Settlement Agreement, they shall (with the assistance of the Mediator) draft and sign a written Settlement Agreement. No Settlement Agreement shall be enforceable unless it is in writing and signed by the parties.

9. Litigation:

The parties agree to refrain from pre-emptive maneuvers and adversarial legal proceedings while engaged in the mediation process, except where an emergency necessitates otherwise.

10. Fees:

The mediation process is free of charge, absolutely no cost to the parties.

Dated at Rights of the Child Commission, Lot 66 Peter Rose and Anira Streets,
Queenstown, Georgetown, this ___ day of _____, 2014.

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Claimant

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Respondent

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Mediator

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(Chairperson, RCC)