

**DRAFT MODEL MEDIATION CONTRACT
FOLLOWING THE ADOPTION OF THE
N.C.C.P. ON JANUARY 1, 2016
Proposed by Suzanne Guillet, Lawyer and Mediator**

BETWEEN

AND

1. We, the undersigned, understand that mediation is intended to allow spouses who are separated, divorced or have decided to stop living together to arrive at an understanding regarding the exercise of parental authority, access to the children and their place of residence, financial responsibilities, the partition of property and the settlement of any other financial rights and aspects.
2. We agree to submit the following matters to mediation:

3. We have been informed that the mediator is an unbiased person who must act fairly and does not represent either of us, and whose role is to help us negotiate a mutually satisfactory agreement on the matters mentioned above.
4. We agree to be transparent with one another, to discuss matters in an atmosphere in which each of us can express our point of view and to cooperate actively in seeking solutions that will be in our mutual interest and, in particular, in the best interests of the children.
5. During the mediation process, we agree to refrain from initiating new civil legal proceedings or to stay them, as the case may be, except in urgent situations or by mutual consent.
6. We agree to disclose all information regarding our children during our negotiations regarding the exercise of parental authority, the location of our children's residence, access to our children and our financial responsibilities towards them.
7. Similarly, we agree to disclose all financial information regarding our incomes and our assets during our discussions regarding financial support, the partition of property and the settlement of our financial interests, as the case may be.
8. Since mediation is a voluntary process, either one of us, as well as the mediator, can suspend or end the mediation.
9. We agree to preserve the confidentiality of anything said, written or done during

the mediation process.

We agree not to use any document contained in the record, including the summary of agreements, as evidence in court without the consent of both spouses/parents.

We understand that neither the mediator nor any of the participants in the mediation can be forced to communicate this information to anyone whomsoever, save for research purposes, provided anonymity is maintained, or save as expressly provided for by law.

10. (where applicable) We agree that our mediation file may be discussed between the mediator and the supervisor in connection with the mediator's undertaking to be supervised, in accordance with the *Regulation respecting family mediation*.
11. We have been duly informed by the mediator of the mediator's legal obligation, if the mediator considers that our proposed settlement agreement is likely to lead to a dispute in the future or cause prejudice to one of us or to our children, to invite us to remedy the situation and, if necessary, to seek advice from a third person.

In addition, if the mediator is convinced that the possibility of prejudice cannot be eliminated, the mediator may put an end to the mediation process.

12. We have been informed that the summary of the agreements that will be provided to us at the end of the mediation, if applicable, will not be a legal document and will not be enforceable. It is intended solely for legal counsel whose services we may retain to advise us and to prepare the appropriate legal documents.

We have also been informed that the implementation of all or part of our agreements or the signing of the summary of the agreements by us will produce legal effects and that it is inadvisable to implement or sign it and make it enforceable before obtaining independent legal advice.

We have also been informed that the implementation of our agreements or the signing of the summary of the agreements may be considered a waiver of the confidentiality of the mediation process.

13. The mediator will inform us of the law applicable to family matters.

We have been informed of the fact that even though the mediator has legal training, the mediator will not be able to provide us with any advice or legal opinion regarding our respective rights and obligations.

14. We acknowledge that the mediator has disclosed the following relationship to us:

and has discussed this situation with us, and we knowingly agree to confirm the mandate hereby given to the mediator. (Section 3 NCCP)

15. (where applicable) We acknowledge having been informed of the existence of the government mediation subsidy program and its applicability to our current situation, but we agree to pay the fees of the mediator, who does not work at the rate prescribed by the government, but, rather, works at a rate of \$_____.

16. In our current situation, we declare that we have already had the benefit of:

(a) The *parenting and mediation information session (417 C.C.P.)* YES
NO

(b) (Insert exact duration) of mediation YES
NO

Duration _____

17. In our current situation, we will benefit from the government program of:

(insert exact duration) of mediation YES
Regulation respecting family mediation (sections 10 and 10.1); NO

Duration _____

18. In our current situation, we will assume the following fees:

(a) After the five (5) hours or two (2) hours and thirty (30) minutes, as provided for in the *Regulation respecting family mediation (section 10.1);*

(b) The mediator's rate will be:

the rate prescribed by the *Regulation respecting family mediation*,
namely \$110 per hour

or

\$_____ per hour where the mediation is not covered by the *Regulation respecting family mediation*

A co-mediator will participate in the mediation sessions YES NO

The hourly rate of the co-mediator will be prescribed by the *Regulation respecting family mediation*

or

\$_____ per hour where the mediation is not covered by the *Regulation respecting family mediation*

19. We agree to pay the following costs:

(Define the costs and the matters they relate to)

20. We agree to pay the costs of the mediation as defined in this Contract in the following manner:

(a) In the proportion of:

50% for each spouse/parent;

(b) At the end of each mediation session YES NO

Based on other terms YES NO

Specify: _

We accept the terms of this document,

IN WITNESS WHEREOF, we have signed,

in _____

on _____

Wife/Mother

Husband/Father

Mediator