

Use of Information and Communication Technology

1. In the event that a mediation is scheduled, and by agreement of all parties and their counsel (the "Participants") one or more of the Participants will be using information and communication technology as a means of communication during the mediation process, the Participants and the Mediator (and observers, if admitted by consent, if any) acknowledge and agree as follows:
 - a. The Participants and their counsel have satisfied themselves as to the suitability and adequacy of Zoom or such other mutually agreed upon information and technology platform, for its proposed use in the mediation and of any risks in relation to its security, privacy or confidentiality;
 - b. the agreed upon use of information and communication technology by one or more of the Participants and/or the Mediator will not be used by any of the Participants as an advantage over any other Participant both during and following the mediation process nor will any of the Participants attempt to use the use of technology during the mediation process, in the event a settlement is reached, to undermine the enforceability of such settlement;
 - c. The Mediator will:
 - (i) host the mediation on a private network;
 - (ii) use a unique and private meeting number for the mediation;
 - (iii) require Participants to use an advanced password to enter the meeting;
 - (iv) advise, and all Participants shall, keep their meeting link and password secure;
 - (v) will require Participants to access the meeting using the latest version of the Zoom client (or other information and communication technology platform) software and not use a web browser for that purpose;
 - (vi) will require the Participants to not access the meeting via a public network and to satisfy themselves as to the security of the private network use; and
 - (vii) lock down the mediation once all the Participants have joined using the "lock function" available to the host;
 - d. each Participant agrees that should the Participants and the Mediator consent to have a non-party present at the mediation at any time, that consent must be obtained in advance of the mediation from all Participants and counsel and that non-party must sign this Agreement as an observer and will be bound by its terms, in particular, the terms set out in this paragraph and paragraph 26, herein;
 - e. In particular, each Participant agrees that none of their children will be present or within hearing distance, unless that child will be participating in some way in the mediation, and this has been expressly agreed upon the Participants, in writing, beforehand;
 - f. no Participant (or observer, if applicable) will disclose or attempt to compel disclosure of any notes, e-mails or any other communication made by a Participant or the Mediator during the mediation process;

- g. each Participant recognizes that, given the use of information and communication technology, it is not possible to ensure that all communications will be confidential;
- h. The Participants and the Mediator agree that they will not record or permit the recording of all or any part of the mediation without the consent of all the Participants and the Mediator. Any observer who is attending the mediation must also acknowledge and agree to this term.
- i. each Participant and the Mediator (and observer, if any) commit to minimizing the chance of inappropriate disclosures during the mediation process or following same, including protecting access to any email, notes or other information relating to the mediation which may be stored in their computers or elsewhere, and to minimizing the consequences of such disclosures, should they occur;
- j. each Participant understands that, given the use of information and communication technology, it is not possible to completely control where and how some personal information may be collected or stored;
- k. The Participants will not use the Document Sharing or Whiteboard functions during the Mediation unless expressly agreed by all Participants, in writing, in advance of the mediation or at the time of mediation should a Participant request such use; and
- l. by signing this Agreement, each Participant specifically agrees to the Mediator using information and communication technology in the context of mediation, and releases the Mediator from any liability in the event of an inadvertent disclosure, despite precautions being undertaken.

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