

- 1.1 If Party 1 and Party 2 disagree about a reviewable or variable term [LIST THE ISSUES AND THE PARAGRAPHS THAT CAN BE CHANGED – DO THEY WANT TO DEAL WITH ALL ISSUES OR JUST A COUPLE OF ISSUES] of this Agreement, they will try to resolve the dispute through negotiation, either between themselves, with their respective counsel or through mediation.
- 1.2 If Party 1 and Party 2 seeks a change in ISSUES, he or she will give the other, in writing:
 - (a) notice of the proposed change;
 - (b) evidence supporting the proposed change; and
 - (c) any requests for information from the other necessary to determine the issue.
- 1.3 A request under section 1.2 (c) will be answered within 14 days.
- 1.4 After exchanging any information required by this Agreement, Party 1 and Party 2 will meet to resolve the issues in dispute, either personally or by attending mediation, the cost of which will be equally shared by the parties. If they come to an agreement, Party 1 and Party 2 will sign and date an amending agreement before witnesses.
- 1.5 If Party 1 and Party 2, cannot reach an agreement within 30 days of the commencement of negotiation or mediation, they will mediate/arbitrate the issue on the following terms:
 - (a) The parties wish for either NAME, NAME or NAME to act as mediator/arbitrator. The moving party will give notice of the arbitration process beginning by email or correspondence. The responding party will pick one of NAME, NAME or NAME to act as the mediator/arbitrator.
 - (b) If none of the three arbitrators are available, then the responding party will select three other mediator/arbitrators. The moving party will select one mediator/arbitrator from this list.
 - (c) The parties will share the up front cost of arbitration equally. The arbitrator will have the right to reapportion costs.

- (d) The arbitration will be conducted in accordance with the *Arbitration Act*, and will constitute a secondary arbitration under the *Arbitration Act* and the *Family Law Act*.
- (e) The Arbitration shall be binding.
- (f) In the event that the mediator and the arbitrator are the same person, Party 1 and Party 2 waive section 35 of the *Arbitration Act*.

Disclaimer : This document provides assistance to lawyers working in family law. This document does not establish, indicate or create the standard of care for lawyers. This document is not a comprehensive analysis of any of the topics discussed, and readers should conduct their own appropriate legal research.

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