

***IN THE MATTER OF THE ARBITRATION ACT S.O. 1991, c. 17, as amended, and the  
FAMILY LAW ACT, R.S.O. 1990, c.F3, as amended,***

B E T W E E N:

(Name)

- and -

(Name)

**CONSENT TO THIRD PARTY SCREENING FOR ARBITRATION**

This agreement is between \_\_\_\_\_ and \_\_\_\_\_

(“the parties”) and \_\_\_\_\_ (“the Screener”).

**PURPOSE OF SCREENING**

The *Arbitration Act, 1991*, and the associated Regulation require that parties must be screened for domestic violence, power imbalances and other concerns.

**THE SCREENING PROCESS**

The parties each agree to meet confidentially with the Screener as required by the Regulation under the *Arbitration Act, 1991*, and as requested by the Arbitrator, for the purpose of assessing suitability for participation in an arbitration before

\_\_\_\_\_ (the Arbitrator). Each party shall meet separately with the Screener for the same purpose.

The Screener will, in their discretion, also provide appropriate information to the parties. The Screener is independent of the parties and their lawyers. The Screener will meet separately and confidentially with each party. Based on the information provided by both parties, and applying their skills and experience, the Screener will make a confidential recommendation to the Arbitrator, using some or all of the form attached as Schedule B.

Each party shall provide full information and documents, as requested, to the Screener. The failure to do so may result in the withdrawal of the Screener. The information that the parties provide will be used only to enable the Screener to make informed recommendations that are intended to help the Arbitrator assess and monitor the suitability of this case for arbitration and to determine procedures for the Arbitration. The parties' information will not be used by the Arbitrator as evidence for making any decisions.

#### WAIVER OF LIABILITY

Each party agrees to hold the Screener harmless and waive any claim or right of action against the Screener.

#### CONFIDENTIALITY OF THE SCREENING PROCESS

All information and documents provided by a party shall remain confidential between that party and the Screener. All information and documents provided by the other party shall remain confidential between the other party and the Screener. All information arising from the screening process, including the Screener's notes, opinions and recommendations, shall be used only for the purpose of providing an informed and confidential recommendation to the Arbitrator.

The Screener may, solely at their discretion, release some of the screening information, as the screener deems necessary to fulfill their role. The information may be released to a lawyer or other professional retained by a party. No information arising from the screening process shall be otherwise disclosed to any person for any purpose, except as required by law. Such exceptions may include:

- Reporting a child in need of protection in accordance with section 125 of the *Child, Youth and Family Services Act, 2017*;
- Where a court of competent jurisdiction makes a valid order requiring evidence from the Screener;
- Where the disclosure, without the identification of any party, contributes to education, research or training, or
- Where the Screener believes on reasonable grounds that there is an imminent risk to an identifiable person or group of death or serious bodily or psychological harm, they may disclose such confidential information that is required in the circumstances to prevent such death or harm.

No party will summons, subpoena or otherwise require the Screener to provide evidence with respect to the screening process in any legal or administrative proceeding, nor will a party seek production of any documents that were provided for or prepared in connection with the screening process (unless they are otherwise discoverable). If a party contravenes this provision, that party will be responsible for all legal costs and the screener’s fees and expenses. That party will indemnify and save harmless the Screener from all costs, claims, causes of action or proceedings which may arise out of the arbitration.

**RIGHT TO WITHDRAW**

Each party has the right to withdraw from the Screening process at any time. The Screener has the right to terminate the Screening process at any time, in their discretion.

**FEES**

Each party shall pay the Screener’s fees in full either prior to or at the time of their meeting with the Screener. Each party is responsible only for the fees associated with their screening meeting.

This agreement may be signed in counterpart.

By signing below, each party acknowledges that they have read this agreement, understand it, and agree to its terms. Each party acknowledges that they are signing the agreement voluntarily.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

_____	_____
Party	Witness
_____	_____
Party	Witness
_____	_____
Screener	Witness