



RIVERDALE MEDIATION

THIS IS AN AGREEMENT

B E T W E E N:

(hereinafter “Intern”)

- and –

RIVERDALE MEDIATION
Law Chambers, 393 University Avenue, Suite 2000
Toronto, Ontario M5G 1E6
Telephone: 416-593-0210

(hereinafter “Riverdale”)

In consideration of acceptance by Riverdale Mediation and enrolment in the family mediation Internship program, the parties agree this Internship is governed by the following terms:

BACKGROUND

The purpose of an internship is to provide you with an opportunity to observe mediation practice, to enhance your education and skills as a mediator-in-training, and to enable you to acquire the one hundred hours of observation and 5 mediated to agreement cases of mediation, for certification purposes with the OAFM & ADRIO.

The internship will be structured in a graduated system in which you as the intern will observe mediations and through skill will subsequently begin to co-mediate for your OAFM/ADRIO requirements, if appropriate. The allowance of co-mediations, and supervised mediation is at the discretion of the accredited mediator overseeing your internship.

You may attend any number of family mediation sessions that you wish, provided that the clients consent. Your role will be strictly that of an observer and you will not participate in the mediation itself unless previously discussed for you to take on the role of co-mediator. You will have the opportunity to discuss the mediation and de-brief after the meeting with the supervising mediator. You will have access to the file to review any documents provided for or prepared during the mediation process.

You agree to pay Riverdale Mediation \$2,500.00 plus GST for the internship, which can be paid in installments.



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1. Rules and Regulations

- a) The Intern agrees to adhere to the direction of Riverdale and any rules and regulations established by Riverdale for Interns. Without limiting the generality of the foregoing, the Intern understands and agrees that the conditions for Internship may include all or any of the following:
 - i) Adherence to the terms of this Agreement;
 - ii) Minimum levels of mediation training and continuing education;
 - iii) Minimum levels of time commitment or other participation;
 - iv) Maintenance of prescribed levels of liability insurance (\$1 million mediators and arbitrators insurance at a minimum with Lloyd's of London or Moore Maclean);
 - v) Codes of conduct and mediation policies prescribed for this program;
 - vi) Administrative and record keeping policies; and,
 - vii) Quality control and supervision requirements for this program.

2. Relationship with Riverdale

- a) The Intern is not an employee of Riverdale.
- b) While enrolled in this program, the Intern shall not compete (either personally or through an interest in another group or organization) directly with Riverdale and specifically shall not:
 - i) solicit clients of Riverdale; or,
 - ii) bid against any tender proposal already being submitted by Riverdale.
- c) The Intern shall keep confidential all information and knowledge concerning the business and affairs of Riverdale or the contents of any mediation which shall come to his or her attention through the Internship program or involvement with Riverdale and shall comply with the confidentiality provisions of the attached Riverdale Mediation Agreement to Mediate.



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- d) The Intern shall be strictly bound by these confidentiality provisions. The Intern agrees and undertakes that he or she will not divulge to anyone the identity of Riverdale's clients, nor will he or she discuss anything that happens or the contents of any documents that are produced before, during or after the mediation process.
- e) You may take notes during the mediations that you observe, but all such notes will remain the property of Riverdale Mediation. You may not record the names nor any identifying information about the clients whose mediations you are observing. The supervising mediator is entitled to request a copy of your notes. You may review all documentation in the file but may not take nor keep copies of any material. Any MOUs (Memorandum of Understanding) or agreements you prepare or receive may be retained only if all possibly identifying information.
- f) The Intern agrees that this internship will be terminated immediately if there is any breach of the confidentiality provisions and that the mediator may look to him or her to recover any damages that may result from a violation of mediation confidentiality, including legal costs.

3. Terms of the Agreement

- a) The Intern acknowledges that his/her involvement as an intern at Riverdale does not entitle him/her to a position with Riverdale Mediation.
- b) The Intern is authorized to represent himself or herself as an intern with Riverdale Mediation. He or she may not use the Riverdale Mediation letterhead, logo, or other identifying marks or other property, including intellectual property, without written consent.
- c) At the conclusion of the Internship program or in the event that this agreement is terminated by the Intern, paragraph 2(b) survives for a period of three months.
- d) At the conclusion of the Internship program or in the event of termination by either party, paragraph 2(d)(e)(f) survives indefinitely.



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IN WITNESS WHEREOF THE PARTIES HAVE HEREUNDER SET THEIR SIGNATURES AND SEALS ON THE DATE WRITTEN BELOW.

Date: _____

Signed, Sealed and Delivered in the Presence of:

)
) _____ (I.S.)
) Signature of Intern
)
)
) _____ (C/S)
) Hilary A. Linton
) for Riverdale Mediation
)

Internship Program/Short Internship Agreement.doc

