



TERMS OF REFERENCE

Investigation concerning allegations of _____ from DATE, included in a complaint by _____ filed dated _____

BETWEEN:

Fréchette Mediation (Investigator)

198 Glynn Avenue
Ottawa, Ontario, K1K 4Y3
Tel.: 613-262-4610
Email : jmfrechette@frechettemediation.ca

-and-

[CLIENT]

These Terms of Reference explain the services that I will provide to you, how you will be charged for them, and our responsibilities toward each other. Please read these terms carefully. If you have any questions, please ask me prior to signing.

1. Purpose of the Investigation

By signing these Terms of Reference, you are appointing Jean-Michel Fréchette and the law firm of Fréchette Mediation (collectively, the "Investigator") to conduct an independent investigation into:

The allegations of _____ from DATE – DATE. The allegations were brought forward by _____ (the "Complainant") concerning _____ (the "Respondent") by way of a complaint dated _____.

To be clear, the Investigator is not appointed or retained in any matter other than the one explicitly listed above. The undersigned acknowledges that they have only appointed the Investigator for the above-mentioned investigation, and Jean-Michel Fréchette and Fréchette Mediation will not represent, advise, or otherwise assist in any claim, which would be the subject of another distinct agreement.

The purpose of the investigation is to gather and consider evidence related to these allegations and to determine, on a balance of probabilities, whether there has been a breach of the terms of [POLICY, LEGISLATION, ETC.]





2. Discretion as to conduct

The Investigator will conduct the investigation independently and in accordance with the terms of the Policies. The Investigator will determine which documents and other evidence to review, individuals to interview, and the sequence in which witnesses will be interviewed.

What You Can Expect From the Investigator

To the extent possible, but without compromising the integrity or fairness of the investigation, the Investigator will report to you on significant developments throughout. The Investigator will take steps to conduct a thorough investigation, which may include any of the following:

- (a) obtain and review relevant documentation;
- (b) conduct interviews and gather relevant evidence and testimony;
- (c) conduct other investigations and/or research; and
- (d) communicate with other parties.

What the Investigator Expect's From You

The Investigator expects that you will reasonably cooperate and communicate with him. It is vital that you be candid and honest with the Investigator at all times and provide him with all relevant information, documentation and facts to the investigation.

It is important to note that it can take up to several weeks or months for the investigation to be completed. The amount of time the investigation takes depends on factors such as: volume of information, ease of communication with the parties and witnesses as well as ease of obtaining evidence.

The Investigator will not be retained, nor will he initiate the investigation and no work will be done on your file until a signed copy of these Terms of Reference has been received.

3. Fair, Transparent and Impartial

The Investigator shall ensure that the investigation is conducted in a fair, transparent, and impartial manner.

4. No Legal Advice

The Investigator will not provide legal advice or to any of the parties or witnesses involved in this investigation.





5. Confidentiality

To the extent possible, but without compromising the integrity or fairness of the investigation, the Investigator will maintain the confidentiality of all information received. All persons interviewed during the investigation will be advised that they will not be identified by name in the investigation report, but that any information they provide could be disclosed to the Complainant and/or the Respondent.

The Investigator will advise all parties and witnesses of their obligation to maintain the confidentiality of all matters discussed in the course of the investigation. All parties and witnesses will be required to sign a confidentiality agreement.

Email, Secure Messaging, use of technology and video platforms

Conventional email is not a secure method of communication. The Investigator strongly recommends that you not send confidential information, such as account numbers and other financial information, using email. You acknowledge that you understand the risk of using email, video platforms and other messaging or communication technology and that the Investigator is unable to guarantee the authenticity, privacy or accuracy of information received or sent via email or to monitor the authorization of persons using your email address. You understand and agree that the Investigator may not immediately receive any email and that he/she is not responsible for acting on any email until it has been received and until they have had a reasonable opportunity to respond. If you believe an unauthorized person has obtained access to your email account, you agree to immediately contact us so we can take steps to cease e-mail communications to you at that address. You agree that the Investigator has no obligation to monitor any email address or access device utilized by you or the source of any communication received from your email address. You agree to release the Investigator, indemnify him/her, and hold him/her harmless from any claim or liability resulting from or connected to any communications sent or received using email.

6. Reporting

The Investigator will prepare an interim or preliminary report, which will summarize relevant information gathered in the context of interviews and the collection of evidence. The Investigator will provide a copy of the preliminary report to the CLIENT's representative or Complainant and the Respondent. Each will have a reasonable opportunity to respond to the preliminary report in writing.

The Investigator will then prepare a final report, which will be submitted to _____ for the CLIENT.





The Investigator's report will not include recommendations for corrective action.

7. No Liability – Indemnification and Hold Harmless

As a condition of undertaking this investigation, the CLIENT agrees to indemnify, and hold the Investigator harmless, against any and all claims, demands, suits, or other proceedings for costs, damages, losses, liabilities, and expenses, including reimbursement of reasonable legal fees the Investigator may incur in defending any claims that may be made by any third party, which might arise out of these Terms of Reference or the investigation described in these Terms of Reference, provided that in respect of all such claims, the Investigator has acted within the scope of his engagement as an investigator pursuant to the terms of these Terms of Reference and in compliance with all applicable laws and that he cooperates with the CLIENT in the defence of all such claims.

8. Retainer

Before the Investigator begins to work on behalf of the CLIENT, a retainer in the amount of \$7500.00, payable to **"Fréchette Mediation, in trust,"** upon which fees and disbursements may be drawn to initiate work on this file, must be paid. The retainer will be deposited in the Investigator's trust account and will serve as a source of payment for all or part of our account or accounts when rendered. You may be asked to replenish the retainer from time to time. Any unused portion will be returned to you upon the completion or termination of the investigation.

9. Fees

The Investigator's fees will be based on the time spent conducting the investigation on your behalf. Records of all time will be kept and an account will be prepared and sent to you at the term of the investigation or periodically.

All work performed by the Investigator in regard to your file will be charged on an hourly or daily basis, subject to an annual rate increase. The Investigator's hourly rate for 2025 is \$375.00/hour. The rate may increase from time to time, at the Investigator's discretion.

Although it is very early on, based on the Investigator's consideration of the materials and information you have provided, and assuming that there are no further developments or information which would cause the Investigator to vary his preliminary opinion and that nothing out of the ordinary is encountered in the course of discovering the underlying facts of the investigation, the Investigator estimates that his fee, excluding disbursements, will be approximately **\$17,500** this estimate is highly





dependent on the ease of communication with the parties, the witnesses and the exchange of documents and information as between all those involved.

The Investigator is not guaranteeing that he can accomplish the work for the stipulated sum but is representing to you that in his judgment that amount appears to be a reasonable estimate.

The undersigned agrees to pay such rates and to pay such invoices, together with any appropriate out-of-pocket expenses (disbursements) paid by the Investigator on your behalf. Disbursements include, but are not limited to the cost of postage, photocopying, computer searches, long-distance telephone calls, travel, courier services, agents' fees, searches and registrations, and all other reasonable out of pocket expenses and office charges.

Billing and Interest:

The Investigator will provide you with an account, in writing, setting out the amounts in fees, and disbursements as well as showing any amounts charged or credited to you pursuant to this agreement. The account will also indicate any balance payable to you.

You agree that any money paid directly to the Investigator will be held in trust subject to the terms of these Terms of Reference. The Investigator will deduct his fee, disbursements, and applicable taxes from the monies held in trust and provide you the balance.

Interest will accrue on the unpaid balance of any account(s) thirty days after the account has been mailed to you. The rate of interest will be noted on the account the Investigator will send you and will be of 1.5% per month, compounded, or 18% per year, unless the invoice indicates otherwise.

You will be charged HST on fees and HST on disbursements where applicable.

The Investigator will provide receipts for all disbursements.

10. Termination of these Terms of Reference

You have the right to terminate this agreement at any point in time for any reason. However, your termination must be in writing.

The Investigator may terminate this agreement, if he determines that you have in any manner misled, misinformed or have been less than candid with him about any matter that affects the investigation. You (the client) agree that you shall be liable to pay the Investigator his hourly or daily fee as described above at paragraph 9, plus all





disbursements and taxes should you or the Investigator terminate the agreement as between us, evidenced by these Terms of Reference.

If at any time the agreement as between us, evidenced by these Terms of Reference is terminated before the conclusion of the investigation, you will be charged for services rendered to date at the applicable rate. Upon the termination of agreement, all of the Investigator's fees will become immediately due and payable. These fees must be paid before the Investigator will release all or any part of the file contents to you, another investigator or lawyer.

11. Complete Agreement

These Terms of Reference contains the complete terms of the agreement as between us, regarding our relationship, the investigator fees and disbursements. It will not be changed unless we both agree to and sign or initialize any changes. It will legally bind the parties as well as their respective heirs, executors, administrators, successors, assigns, legal representatives and guarantors, who replace either party. However, it does not legally bind other investigators or lawyers who might act for you should you decide to end our relationship.

The client acknowledges understanding the terms of these Terms of Reference by their signature and acknowledges that the Investigator has explained the provisions of these Terms of Reference and answered any client questions on its terms prior to signing.

The client agrees that the Investigator has advised that his fees may be lesser or greater than fees charged by other investigators for similar matters and that prior to signing this agreement the client has the right to seek advice and consult with and/or retain another investigator or solicitor.

If you have any questions or concerns or wish to discuss any of the matters set out in this retainer, please contact me before signing. It is very important that you fully understand the agreement you are entering into.

If you still wish me to act on your behalf in the above matter, please confirm your instructions by signing and returning the enclosed copy of this letter.

I, _____, have read this retainer agreement carefully and understand its contents. We agree to the terms and conditions of the retainer agreement and the basis of the statement of accounts, as set out in this letter. We acknowledge that we have had an opportunity to ask questions and obtain independent legal advice before signing.





CLIENT

I have authority to bind the CLIENT

Witness

Date: _____

Jean-Michel Fréchette
Investigator
Fréchette Mediation

Witness

Date: _____

