



**AMA**  
WESTERN AUSTRALIA



**AMA**  
LEGAL

**MEDIATION AGREEMENT**  
**(PROFESSIONAL MEDICAL  
PRACTITIONER DISPUTE)**

# 1. Appointment of Mediator

The parties appoint the Australian Medical Association (WA) as an independent and neutral mediator to facilitate discussions between them for the purpose of attempting to resolve the dispute.

The mediator does not act as legal advisor, arbitrator, decision-maker, advocate or representative for any party.

# 2. Nature of Mediation

The mediation is voluntary, without prejudice, confidential (subject to clause 7), and non-binding.

The mediator's role is to assist communication and facilitate negotiation. The mediator does not determine facts or impose outcomes.

# 3. Scope of Services

**The mediation process includes:**

- 3.1 Two separate pre-mediation intake sessions (up to 30 minutes each), conducted individually with each party;
- 3.2 One joint mediation session of up to two 2 hours.

Any additional mediation sessions are conducted on an as-needed basis and subject to agreement between the parties.

Where an additional in-person mediation session is requested, any additional reasonable travel time and travel expenses incurred by the mediator will be payable by the parties.

# 4. Good Faith Participation

Each party agrees to participate in good faith, treat the other party with professional respect, avoid personal attacks or defamatory statements, and focus on resolution and future conduct.

## **5. Individual Pre-Mediation Intake Sessions**

The mediator will conduct separate preliminary intake sessions with each party prior to the joint session.

Information disclosed during a private meeting will remain confidential unless:

- The disclosing party authorises disclosure; or
- The mediator reasonably believes disclosure is required due to patient safety, serious misconduct, or legal obligation. Disclosure will not occur without notifying the party first.

## **6. Confidentiality**

All discussions, admissions, proposals and communications made during mediation are confidential and without prejudice.

**The parties agree that they will not:**

- 6.1 Discuss the substance of the mediation with any other staff, administrative staff, or other colleagues;
- 6.2 Make disparaging comments about the other party in clinical, professional or other settings;
- 6.3 Refer to statements made during mediation in any complaint, credentialing, governance or disciplinary process.

This clause does not prevent disclosure where required by law, mandatory reporting obligations, or genuine patient safety concerns.

## **7. Mandatory Reporting / Patient Safety**

Nothing in this agreement prevents the mediator from reporting concerns relating to patient safety, complying with mandatory notification obligations, or complying with legal or regulatory requirements.

## **8. No Admission of Liability**

Participation in mediation does not constitute an admission of fault, misconduct or breach of contract.

## **9. Independent Advice**

Each party acknowledges they may seek independent legal advice before, during or after mediation.

## **10. Authority to Settle**

Each party confirms they have authority to negotiate and settle the dispute. The Mediator will not draft, negotiate or provide legal advice in relation to any settlement agreement arising from the mediation. The parties are responsible for obtaining independent legal advice and preparing any formal settlement documentation.

## **11. Mediator Immunity**

The mediator is not liable for any act or omission arising from the mediation process except in the case of fraud or wilful misconduct.

## **12. Costs and Expenses**

Each party bears their own legal and professional costs unless otherwise agreed.

All mediator fees must be paid within seven (7) days of invoice. Failure to make payment within this timeframe may result in suspension of services.

The parties agree to reimburse the mediator for reasonable travel time and travel expenses incurred in attending the mediation session. Travel expenses are: \_\_\_\_\_

Where a second or subsequent in-person mediation session is requested, additional reasonable travel time and travel expenses will be payable again.

## **13. Termination of Mediation**

The mediation may be terminated by agreement of the parties, withdrawal of a party, or by the mediator if in their opinion mediation is no longer appropriate.

## Acceptance of Mediation Terms

By signing below, the parties agree to the terms of this Mediation Agreement.

Party 1 Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Party 2 Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Mediator Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_