

## MAPPING: Nutshell & Agreement (music creators only)

When dealing with a conflict, it's useful to have a safe space and an experienced person to guide a problem-solving conversation and to give those involved ideas on how to move forward.

### **The Resolution Facilitator's role:**

APRA dispute resolution is designed to have a person (the Resolution Facilitator) available to assist to match the right process and expert for your needs.

The dispute resolution process has a number of options available. This nutshell is prepared by the Resolution Facilitator to explain one of these options- mapping. Mapping involves a resolver who both understands the context and can assist the participants with a problem-solving conversation.

### **About Mapping:**

Mapping is done in an informal meeting between parties. A mapper sits with both participants to help them jointly understand the issues in the dispute. A mapper may also meet with the parties separately.

The mapper will facilitate and support the often-difficult conversation of resolving a dispute and offer suggestions on working towards a positive outcome. It is up to the parties to decide if they choose to use the mapper's advice to find an option that works for them in resolving the issue. Participants can represent themselves or also bring a friend, lawyer, or other support person.

### **The Mapper's skills:**

Mappers have a depth of experience in problem solving. They are also trained in mediation. Mediation is a way of problem-solving involving a trained person assisting all those involved to fully explore the problem and have an otherwise difficult conversation in a safe environment.

A mapper is a mediator who also understands the context and is able to provide ideas and feedback to the parties (which doesn't happen in a mediation).



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## Mapper's Role:

- To make the space safe and ensure that everyone understands the issues before trying to find solutions.
- To provide options based on experience.
- To capture/draft any agreements that are made.
- To identify resources that may be available to assist, where appropriate.

**They will NOT make a decision - that is the role of the participants.**

## Legal documentation:

It is important that there are some clear rules and boundaries so everyone knows what to expect. This will allow parties to adequately prepare, to know their rights and maximise the chances of everyone feeling satisfied with the process. The mapping agreement allows for the same rights and obligations as in a mediation and additionally provides confirmation that the mapper can express a view.

The three pages that follow are brief and easy to follow, (we hope). The Resolution Facilitator is also available to explain the process and the terms of the agreement.

## About Resolution:

Resolution looks different in different cases and for different people. For some, it is getting a deeper understanding, or being heard. For others it is getting a deal to move forward. If the matter is resolved during the mapping session then this can be documented in an appropriate format. If the matter is not resolved, the Resolution Facilitator, or the mapper can assist in exploring alternative paths for finalising the issues.

The Resolution Facilitator will call or send a survey after the mapping process to review your experience and improve the system as it evolves.

## Queries Compliments and Complaints:

Please email [office@resolutionpathways.com.au](mailto:office@resolutionpathways.com.au) to make a time to talk.



## MAPPING: Agreement

**Between:** Name:  
Address:

Name:  
Address:

(collectively the Participants)

**And**

Name and Address  
(the “Mapper”)

**Mapping - see nutshell above**

**Definitions:**

**Adviser** means a legal adviser or support person for a Participant.

**The Dispute** is the issue between the participants as described in Annexure A.

**The Mediation** is all steps taken to attempt to resolve the Dispute by mediation whether before or after the execution of this agreement.

**Mapper** is the term given to a mediator who has an additional role as outlined in clause 4.

**Appointment and functions of the Mapper [Mediator with an extra role]**

1. The Participants appoint the Mapper, and the Mapper accepts the appointment, to mediate the Dispute in accordance with the terms of this agreement.
2. The Mapper will assist the Participants to identify the issues between them and to explore options for and, if possible to achieve, the expeditious resolution of the Dispute by agreement between them.
3. The Mapper may express views or generate options with the Participants together or separately, where they are within the mapper’s field of expertise and any such views are advisory and not binding in any way.
4. The Mapper confirms that s/he has no interest in the Dispute, nor has had any prior dealings with any of the Participants in relation to the Dispute except otherwise as advised.
5. If in the course of the Mediation the Mapper becomes aware of any circumstances that might reasonably be considered to affect the Mapper’s capacity to act impartially, the Mapper will, to the extent that it is proper to do so, immediately inform the Participants of those circumstances. The Mapper will continue to participate in the Mediation only if the Participants agree.



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6. If, after consultation with the Participants, the Mapper forms the view that s/he will be unable to assist the Participants to achieve resolution of the Dispute, the Mapper may terminate the mediation by giving written notice to the Participants of that termination.

## Co-operation, Costs and Mediator's Fees

7. Each Participant will comply with reasonable requests made by the Mapper to promote the efficient and expeditious resolution of the Dispute.
8. Each Participant will meet its own costs of and in connection with the Mediation.
9. Irrespective of the outcome of the Mediation, the Mapper's fees and disbursements will be paid as specified in Annexure A.

## Conduct of the Mediation

10. The Mediation, including all preliminary steps, shall be conducted in such manner as the Mapper considers appropriate and the Mapper may suggest:
  - (i) the holding of preliminary conferences;
  - (ii) the exchange of written outlines of the views of the Participants on the issues raised by the Dispute;
  - (iii) the exchange of information or reports.

## Communication

11. The Mapper may meet with the Participants and their respective Advisers together or separately. The Mapper may communicate with a Participant or Adviser orally or in writing.

## Confidentiality

12. Subject to clause 13 the Participants, Advisers and the Mapper will not disclose to any person not present at the Mediation, nor use any confidential information furnished during the Mediation unless the person has been named and all of the other Participants have consented to such disclosure.
13. Where consent is obtained for disclosure of information, the person to whom the disclosure is made must be advised that the information is confidential and agree in writing to the terms of the disclosure.
14. The Mapper agrees:
  - (i) to keep confidential all information furnished to the Mapper on a confidential basis;
  - (ii) except with the consent of the Participant who furnished such information not to disclose the confidential information.



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## Privilege

15. Subject to Clause 24, in any arbitral or judicial proceedings the following will at all times be kept confidential and will be privileged, and the Participants and the Mapper will not disclose nor rely upon them nor issue nor cause to be issued any subpoena to give evidence or to produce documents concerning them:
  - (i) any settlement proposal;
  - (ii) the willingness of a Participant to consider any such proposal;
  - (iii) any statement, admission or concession made by a Participant;
  - (iv) any statement or document made by the Mapper.

## Termination

16. Any of the Participants or the Mapper may at any time terminate the Mediation by giving written notice terminating the Mediation to each other and to the Mapper.
17. In the absence of notice by a Participant or a Mapper terminating the Mediation, the Mediation will terminate on execution of a written settlement agreement in respect of the Dispute.

## Enforcement

18. Any Participant will be at liberty to enforce the terms of a settlement agreement;
19. The Mapper will not accept appointment as an arbitrator, nor act as an advocate in, nor provide advice to a Participant in any arbitral or judicial proceeding relating to the Dispute.
20. The Participants will not do anything to cause the Mapper to breach Clause 19.

## Exclusion of Liability and Indemnity

21. The Mapper will not be liable to a Participant for any act or omission in the performance or purported performance of the Mapper's obligations under this agreement unless the act or omission is fraudulent.
22. Each participant indemnifies the Mapper against all claims by that Participant or anyone claiming under or through that Participant, arising out of, or in any way referable to, any act or omission by the Mapper in the performance or purported performance of the obligations under this agreement, unless the act or omission is fraudulent.
23. No statements or comments, whether written or oral, made or used by the Participant, Advisers or the Mappers within the Mediation to found or maintain any action for defamation, libel, slander or any related complaint, and this document may be pleaded as a bar to any such action.



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Signed By:

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Print name:

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Date:

Signed By:

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Print name:

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Date:

Signed by Mapper:

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Print name:

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Print name:

Date:



## ANNEXURE A

The Dispute (please provide a short description) *[EG: ownership of “dog eat Dog”]*

The Fees payable to the mapper are:

Current as at May 12 2015

DATE	COMMENT	
12 May placed on letterhead	Legal sign off	

