

AGREEMENT TO MEDIATE

The UMGC Mediation Program is a voluntary and informal program available to all staff, students, and faculty. Mediation is offered to broker a dialogue between aggrieved parties.

The mediation participants agree to the following:

- The parties agree to resolve this case through mediation and to participate in good faith to attempt to reach an agreement. The parties understand that settlement during mediation is entirely voluntary.
- The parties understand that the mediator has no power to decide the outcome of the mediation and will not express an opinion on who is right or wrong. Rather, the mediator will try to help the parties reach their own resolution by facilitating the discussion.
- The parties understand that the mediator is not going to act as an advocate for any participant.
- The parties understand that the purpose of mediation is to explore whether the parties can reach a resolution, not to gather information for a hearing or trial.
- The mediator(s) agree(s) not to voluntarily testify on behalf of any party and will not report anything said or documented during this mediation UNLESS one of the participants makes a genuine threat of physical harm OR reveals information of: criminal activity, fraud, waste, or abuse of one's personal property, sexual harassment; or child or elder abuse or as otherwise required by law. The mediator CANNOT be compelled to testify and cannot be held liable and to the extent there is legal right to call the mediator as a witness that right should be waived.
- The mediation session will not be recorded by anyone (either video or audio) and no transcript of the session will be produced.
- The parties understand that any documents prepared for or during mediation (such as case summaries presented to the mediator or notes taken/captured by the mediator) are for settlement purposes only and may not be subpoenaed for, or used in, a hearing or trial.
- The parties understand that no participant will be bound by anything said or done in mediation unless and until there is a written settlement agreement.

- The mediator will preserve and maintain the confidentiality of all written and oral communications made in connection with or during a mediation session except where required by law to disclose information

I have read, understand and agree to the provisions of this agreement.

Agreed:

Signature

Date

Signature

Date

Mediator:

Signature

Date

SAMPLE