

AGREEMENT TO MEDIATE

BYU Center for Conflict Resolution

Case No. _____

Parties involved: _____

The undersigned parties hereby agree to have mediation services provided by the BYU Center for Conflict Resolution and agree to the following rules while participating in the mediation process:

1. Good Faith Effort

Parties in the mediation process agree to make a good faith effort to resolve their conflict, which means to make an honest endeavor to participate in communications or conferences with the other party with the purpose of reaching a mutually acceptable settlement.

2. Confidentiality

Except as otherwise agreed by the parties or permitted by law, any oral or written communications prepared specifically for or expressed in the course of the mediation proceeding are privileged and confidential and shall not be disclosed through discovery or any other compulsory process and are not admissible as evidence in any judicial or arbitration proceeding. Audio or visual recordings of mediation communications, electronic or otherwise, are not permissible. Exceptions to the rule of confidentiality in mediation communications that are permitted by law involve immediate threats of physical violence or when child abuse is suspected or reported. Any documents that are produced as a result of mediation, such as a settlement agreement or summary of decisions reached, may be used by participants in subsequent relevant proceedings.

3. Courtesy

The parties agree to be courteous throughout the mediation process by respecting the opinions, perceptions, and feelings of the other parties and by refraining from personal attacks, intimidation, threats, and verbal or physical abuse.

4. Role of the Mediator

The mediator may conduct joint and separate meetings with the parties and may suggest resolutions to the conflict, but does not have authority to impose a settlement.

5. Representation

Any party to the mediation may be represented by another person provided that the representative has sufficient knowledge of the problem and full authority to make and sign a binding agreement on behalf of the represented party, and that efforts to mediate with the representative are likely to enhance the possibility of achieving a settlement.

6. Legal Counsel

The parties may consult legal counsel any time during the mediation process. The mediator has no duty to protect the interests of the parties or to provide them with information about their legal rights.

7. Termination of Mediation

The mediation process is terminated when (a) the parties reach a settlement agreement; (b) the mediator determines that further efforts at mediation are no longer likely to achieve a settlement; (c) both parties withdraw from the mediation proceedings; or (d) the BYU Center for Conflict Resolution declares that a party may bypass the mediation process and proceed to arbitration.

8. Arbitration and Court

Should the parties fail to settle their conflict, both parties, if eligible, may apply for binding arbitration with the BYU Center for Conflict Resolution; otherwise, legal remedies may be sought through the civil courts. The parties applying for arbitration must submit a written Demand or Submission Agreement for arbitration with the BYU Center for Conflict Resolution within 90 days after termination of the mediation.

9. Exclusion of Liability

Neither the university nor any mediator shall be liable to any party for any act or omission in connection with any mediation service or activity sponsored by the BYU Center for Conflict Resolution.

Signatures of parties:

(Name) (Date)

(Name) (Date)

(Name) (Date)

(Name) (Date)

(Name) (Date)

(Name) (Date)