

**Agreement to Mediate**

I ……………………………………………………., agree to participate in the mediation process, on the basis of the terms below.

**Confidentiality and information sharing**

1. I will maintain confidentiality outside of the mediation process.
2. The mediator will not pass on personal information about the parties to anyone outside of University HR without a party’s express consent except if there is a legal duty to do so, for example in relation to information regarding criminal acts, safeguarding concerns, or where the mediator is led to believe that a party presents a serious risk of harm to themself or others. In these circumstances information will be disclosed to University HR who will take appropriate action.
3. No part of the mediation process will be recorded.

**Contributing to an effective mediation**

1. I understand that I will need to make reasonable efforts to work with the participant/s and the mediator in order to achieve a resolution and that if any participant/s fails to co-operate the mediator may bring the session to a close.
2. I understand that mediation ground rules will be put in place at the beginning of the session to enable all parties to communicate effectively and constructively to seek a resolution.
3. I understand that the mediation process will start with an exploration of the issues between the parties in order that the mediator can assess whether mediation is an appropraiate course of action, and that once this is assessed the parties need to work together with the mediator to try and reach a mutually agreeable resolution.

**The role of the Mediator**

1. The mediator is a neutral party and will not act as a legal representative for any participant or the University, and will not offer opinion or decision on the issue or the outcomes.
2. The mediator is free to meet and communicate seperately with each party before, during and after the mediation session and to share information learned in the private meeings with the opposing party, if the mediator believes that such information will facilitate a resolution of the interpersonal workplace dispute or conflict. Should any party divulge information during the private meeting that they do not want the other party to know then they need to inform the mediator clearly that this information is to be held in strict confidence and not to be shared with the other party

**Ending the mediation and after the mediation**

1. Any party can leave or suspend the process at any time and the mediator may end the mediation process if all reasonable professional attempts have been made to resolve the dispute or conflict.
2. Any resolution that is agreed with the parties as part of the mediation session will only be disclosed to University officers and other parties with the express consent of all parties. However if expressed consent is not freely given then the University will not be able to assist with the implementation of the resolution where appropriate.

**This agreement**

1. All participants in the mediation shall comply with the terms of this agreement and will be required to sign this agreement as a condition to his/ her participation.

Party A Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party B Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mediator’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mediator B signature (if appropriate) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Updated 24 June 2020