

Company Name

Commitment to Participate in Mediation

It the matter of: _____

And: _____

With the signing of this Agreement to Mediate, the parties are voluntarily entering a facilitated process of negotiation. The parties agree that they will make every effort to deal with one another in an open, honest and respectful manner. In good faith, they will make every effort to resolve their differences both fairly and equitably.

1. The mediator is a neutral facilitator, whose role is to assist the parties in a productive dialogue. Out of this dialogue, the participants will reach their own voluntary, fully informed resolution concerning the issue(s).
2. Either of the parties or the mediator may terminate the mediation proceedings at any time, if it appears that the mediation session(s) are unlikely to resolve the conflict.
3. The mediator will provide no legal advice and is acting only to facilitate communication between the parties.
4. A mediator's duties do not include decisions concerning "right" or "wrong" and the mediator will not decide regarding the issue(s) for the participants.
5. The parties may choose to seek independent legal counsel to review the terms of any settlement reached at the mediation conference before entering a formal legal agreement.
6. All written and oral communications, statements and resolutions made during mediation will be treated with absolute confidentiality. An exception to this is where all parties agree to share this information with those who may need to be informed. The mediator will not reveal anything discussed in the mediation to anyone other than the participants unless it is agreed by the participants to do so. It is understood that confidentiality will not be maintained if either party is in danger of bodily harm or where threats of bodily harm are made against another or the mediator.
7. Should the parties be unable to resolve the dispute through mediation, neither party will attempt to call the mediator as a witness in litigation or any other proceeding.
8. The employer has agreed to cover the hourly rate of \$000.00 for both the pre-mediation and mediation sessions. This will be paid at the end of each session, for both pre-mediation and mediation, unless other arrangements are agreed upon prior to the conference. The terms of payment and responsibility of payment will be agreed upon prior to the mediation process.

Dated this _____ day of _____, 20 _____ Party to Mediation: _____

Signature: _____

Mediator: _____ Party to Mediation: _____

Signature: _____ Signature: _____