

**St. Cloud State University Continuing Studies
Institute for Alternative Dispute Resolution
720 Fourth Ave South
St. Cloud, MN 56301-4498
Phone (320)308-4962**

Agreement to Mediate

The following parties agree to voluntarily participate in mediation, either interest-based or transformative, in order to attempt to resolve some of the issues in dispute and/or help to transform the relationship.

Participants

General Description of Disputed Issues

The parties agree to be bound by the following:

1. Duty to Meet. The parties will attend scheduled mediation sessions.
2. Termination of mediation. Either party or the mediator may choose to terminate the mediation for any or no reason.
3. Good faith. The parties agree to meet, discuss and attempt to resolve issues in good faith. The parties may refuse to divulge information but will not intentionally give false information.
4. Mediator. The mediator is a neutral third party and does not represent any party. The mediator does not provide legal or other advice or information. The function of the mediator is to promote and facilitate voluntary resolution of the problem by the parties. The mediator has full authority in all procedural aspects of the mediation. The role of the mediator in transformative mediation is to help the parties have the "best conversation" possible.
5. Confidentiality. According to MN Rule 114, the parties and mediator agree to the following:

a. All discussions, representations, and statements made during the mediation shall be privileged negotiations. The parties shall not attempt to discover or use as evidence in any legal or arbitration proceeding anything related to the mediation, including any communications, opinions, or notes of the mediator. No document produced in mediation which is not otherwise discoverable will be admissible by any of the parties in any legal or arbitration purposes. Note, however, that any settlement agreement is discoverable for legal or arbitration proceeding.

b. The parties shall not subpoena the mediator or any records or documents of the mediator in any legal or arbitration proceeding. If called, the mediator may refuse to testify or refuse to produce the requested documents.

c. The mediator will not discuss the mediation process or disclose any communications made during the mediation process to any persons except Institute mediators (for training purposes), or professional mediation trainers and consultants (for advice and assistance). In all of these cases, reasonable effort will be applied to protect participant confidentiality.

d. The Institute will maintain a high level of confidentiality regarding participants and issues. If issues or facts arise that must be communicated to other persons or agencies (e.g. by law), then the parties will be so informed.

6. Evaluation. Participants agree to provide basic evaluation information so of the mediation process. Copies of the evaluation forms are available for inspection by the parties.

7. Questions. The parties may direct questions about mediation to the Director of the Institute for ADR.

8. Consultation. The parties may consult with others for advice and information regarding issues affecting their mediation.

9. Disclosure. The mediator will not disclose any information regarding the mediation session to anyone. The parties are advised to treat the discussions in a mediation session as sensitive and treat the information accordingly.

The following information is provided to serve the interests of the parties:

10. Minnesota Civil Mediation Act. As per Minnesota law, the parties are advised that the mediator has no legal duty to protect the parties' interests or provide them with information about their legal rights. The parties should consult with an attorney if concerned about legal issues arising from engaging in mediation or signing any agreement.

11. Mediator qualifications. Mediators are listed as qualified neutrals on either the MN Rule 114 roster or the Institute's roster. All mediators have satisfactorily completed a 30-Hour Certified Civil Mediation Skills training and maintain their continuing education requirements. Mediators are assigned to cases by the Director of the Institute. Appeals about mediator assignments or concerns about mediators should be directed to the Director. Appeals or concerns about the Director should be directed to either the Dean of Continuing Studies or the Provost of St. Cloud State University.

Date _____

Parties:

Signed _____ Print _____

Signed _____ Print _____

Signed _____ Print _____

Signed _____ Print _____

Mediators:

Signed _____ Print _____

Signed _____ Print _____