

# UNIVERSITY OF ILLINOIS AT CHICAGO

## Dispute Resolution Services

### AGREEMENT TO MEDIATE

This is an agreement between \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ (hereafter referred to as the parties) and Dispute Resolution Services  
(DRS) presented by \_\_\_\_\_.

The parties are agreeing to enter into mediation with DRS with the intention of reaching a  
consensual settlement of their concerns regarding

\_\_\_\_\_  
\_\_\_\_\_

In participating in the mediation process the parties are agreeing to follow the established  
guidelines of DRS including the following provisions:

1. The mediator is a neutral facilitator who will assist the parties to reach their own settlement. S/he will not make decisions about right or wrong or direct the parties as to what they should do.
2. The mediator does not offer legal advice nor does s/he provide legal counsel. Each party may seek his/her own legal counsel prior to a mediation agreement becoming finalized in order to be properly counseled about his/her legal interests, rights, and obligations.
3. It is understood that in order for mediation to work, open and honest communications are essential. Accordingly, all written and oral communications, negotiations, and statements made in the course of mediation will be treated as privileged settlement discussions and kept confidential within DRS. Therefore:
  - a. The mediator will not reveal anything discussed in mediation without the permission of both parties. S/he is not required to maintain confidentiality if anyone is in danger of bodily harm.

- b. The parties agree that they will not at any time before, during, or after mediation, call the mediator as witness, or attempt to subpoena any documents produced in this process in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to call the mediator or anyone involved in the mediation as witness, that right is hereby waived. The parties also agree that statements made/documents produced in this process will not be admissible in any legal or administrative proceedings.
  - c. The parties agree not to subpoena or demand the production of any records, notes, work product, or the like from the mediator in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to demand these documents, that right is hereby waived.
  - d. If, at a later time, either party decides to subpoena the mediator, the mediator will move to quash the subpoena.
  - e. The exception to the above is that this agreement to mediate and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties make a written agreement not to do so.
4. It is understood that full disclosure of all relevant and pertinent information is essential to the mediation process. Accordingly, there will be a complete and honest disclosure by each of the parties and to the mediator of all relevant information and documents. This includes providing each other and the mediator with all the information and documentation that usually would be available through the discovery process in a legal proceeding. If either party fails to make such full disclosure, then the agreement reached in mediation may be set aside.
5. While both parties enter into mediation with the intent to continue with mediation until a settlement agreement is reached, it is understood that either or both parties may withdraw from mediation at any time. It is agreed that if one or both parties decide to withdraw from mediation, best efforts will be made to discuss this decision in the presence of both parties and the mediator.

6. If the mediator determines that it is not possible to resolve the issues through mediation, the process can be terminated once this has been conveyed to the parties and confirmed in writing.
7. When an agreement is reached, the mediator will prepare a Memorandum of Understanding. Each party will have ten days in which to review the signed memorandum before it becomes final.

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

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Signature Date

For Dispute Resolution Services

\_\_\_\_\_  
Signature Date