

Agreement to Mediate

All protections afforded by law (California Evidence Code 1115-1128) apply to each mediation and mediation consultation.

I am participating in mediation with a goal to improve communication and/or resolve pending issue(s) or problems. I understand and agree to the following terms and conditions regarding the mediation process:

1. I understand that mediation is a process in which the mediator, a neutral person, facilitates communication to assist the participants in reaching a mutually acceptable solutions. Mediation is voluntary; with prior notice to the mediator, I can withdraw at any time.
2. I understand that the mediator's role is not to decide who is right or wrong, or who wins or loses. Rather, the mediator will facilitate communication to assist us, the participants, to reach our own mutually acceptable solutions.
3. I understand that the mediator is not an advocate or representative for me or for anyone else.
4. I understand that mediation is a confidential process and I agree to respect the confidentiality of all discussions and communications made during or in connection with the mediation. I understand that the purpose of mediation is to try to improve communication and/or resolve pending issues or problems, and not to gather information for other purposes. Therefore, I agree that I will not subpoena any mediator, or any other persons participating in the mediation, or anyone connected with a mediation consultation or the UC Davis Ombuds Office to testify about anything that was said or written during or in connection with the mediation.
5. To preserve the confidentiality of the mediation process, I understand and agree that if I raise claims in this mediation that, if true, would constitute a violation of University policy or law, my raising of any such claim(s) does not constitute notice to the University of such violations. Additionally, if I am made aware of alleged harassment, discrimination, sexual harassment, sexual violence or other behaviors prohibited by university policy during the confidential mediation process, I am obligated to keep such disclosures confidential even if I am considered a Responsible Employee and otherwise obligated to report such claims outside of the context of a confidential mediation.
6. I understand that all communications between me and any mediator, any other persons participating in mediation or a mediation consultation, and the mediation service are confidential to the extent provided by law, except that confidentiality does not extend to any imminent threat of serious harm.
7. I understand that this Agreement to Mediate itself is not confidential. I also understand that the UC Davis Ombuds Office will not retain a copy of this agreement but that I have received a signed copy of this agreement.

Signature: _____

Date: _____

Signature: _____

Date: _____