

**Agreement to Mediate**

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

**Confidentiality and information sharing**

1. The mediator will not pass on personal information about the participants to anyone outside of University HR without a participant’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 participant presents a serious risk of harm to themself or others. In these circumstances information will be disclosed to University HR who will take appropriate steps.
2. No part of the mediation process will be recorded by any party.
3. I will maintain confidentiality outside of the mediation process and will not share the contents of the mediation process without the written consent of all parties or where disclosure is required by law. Any breaches may be dealt with in accordance with recognised University processes as appropriate. For the avoidance of doubt, the parties may refer to the fact that mediation is to take place or has taken place.

**Contributing to an effective mediation**

1. I understand that the mediation process creates a safe environment for participants to analyse and decide how they can work together to try and reach a mutually agreeable resolution.
2. I understand that I will need to make positive and 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.
3. I understand that mediation ground rules will be put in place at the beginning of the session to facilitate the process and enable all participants to communicate effectively and constructively to seek a resolution.
4. I will inform the organiser of the mediation process of any support and/ or reasonable adjustments that will enable me to fully participate in the process.

**The role of the mediator**

1. I understand that the role of the mediator is to help participants to jointly communicate, actively listen and problem solve to reach a resolution together.
2. The mediator is free to meet and communicate separately with each participant before, during and after the mediation session and to share information learned in the private meeings with each participant in the process, if the mediator believes that such information will facilitate a resolution. Should any participant divulge information during the private meeting that they do not want the other participant 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 participant.
3. The mediator is a neutral party and will not act as a legal representative, witness, expert, arbitrator or consultant for any participant or the University, and will not offer opinion or decision on the issue or the outcomes.

**Ending the mediation and after the mediation**

1. Any participant 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 participants 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 of their participation.

Participant A Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant B Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Updated March 2022