

UC Merced Office of the Ombuds: Mediation Service

AGREEMENT TO MEDIATE

The confidentiality protections contained in California Evidence Code 1115-1128 apply to each mediation session and mediation consultation conducted under this agreement.

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 resolution. Mediation is voluntary; with prior notice to the mediator, I can withdraw at any time. Also, I can withdraw at any point during the mediation.
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, in reaching our own mutually acceptable resolution of this matter.
3. I understand that the mediator is not an advocate or representative for me or for anyone else, including the University of California or any other participant in the mediation.
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 a dispute or problem, and not to gather information for other purposes.
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 claims(s) does not constitute notice to the University of such violations. To report claims alleging a violation of University policy or law, I will follow appropriate internal University procedures for the reporting of such claims.
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 Merced Office of the Ombuds will not retain a copy of this agreement but that I have received a signed copy of this agreement for my safe keeping.

The Office of the Ombuds is a confidential resource that is not required to report under certain statute and UC policies, except in the case of any imminent threat of serious harm.

Print Name: _____ Signature: _____ Date _____

Print Name: _____ Signature: _____ Date _____