

NORTHERN VIRGINIA MEDIATION SERVICE
AGREEMENT TO PARTICIPATE IN MEDIATION

THIS AGREEMENT TO PARTICIPATE IN MEDIATION is entered into between the Northern Virginia Mediation Service (Mediators) and the undersigned Participants including the principal mediation Parties, and others present or otherwise participating in the mediation process, including attorneys, experts and others. By signing below, the undersigned understand and agree to the following:

1. THE MEDIATION PROCESS: The mediation will be conducted as a problem solving discussion concerning the Parties' interests, the issues facing them, the resources available or needed to satisfy their objectives, and the options which can be generated as possible resolutions to their dispute; The process may include a) an orientation to mediation and exchange of information; b) a facilitated discussion of the specific issues; c) the generation of options for solution and the evaluation of those options; and, d) efforts to reach an agreement and put that agreement into writing; and,

2. ROLE OF THE MEDIATOR(S): The role of the Mediator(s) will be to listen carefully to each Participant; clarify statements made and information exchanged for full understanding; ask questions designed to elicit information the Parties may need; keep the Participants on track and focused on the issues; assist the Parties to gather information from each other and to identify ways to gather other needed information; help the Parties test and examine potential agreements; suggest when outside experts, such as attorneys, tax consultants, therapists, appraisers, subject matter experts, etc., may be needed; and otherwise facilitate negotiations while remaining neutral as to the final outcome;

3. CONFIDENTIALITY: By this agreement and by statute, the communications made during and in connection with mediation are confidential. The terms of Virginia Code Sections 8.01-581.21 through 8.01-581.23 and 8.01-576.4 through 576.12 are incorporated here by reference. This includes:

a. The Mediator(s) will not reveal the content of any written or oral communications except: i) within the mediation program in discussions with supervisors, advisors and case coordinators; ii) to call child protective services if there are indications of child abuse, as required by the mandatory reporting law; iii) if the mediator deems it necessary to warn of threatened harm to self or others; or, iv) if called to testify under one of the exceptions to confidentiality;

b. Admissibility in Court. Confidentiality also means that communications are generally not admissible in any judicial or administrative proceeding, if a timely objection is made;

c. Exceptions to judicial or administrative confidentiality include i) financial information used to determine child support; ii) threats of bodily injury; iii) communications intentionally used to plan or commit a crime; iv) communications otherwise discoverable by legal procedures; v) in any complaint for misconduct against an attorney or mediator who participates in mediation; and vi) in any legal action to vacate the agreement under 8.01-676.12 or 8.01-581.26; or vii) as provided by law or rule;

d. The Parties may discuss what happens in mediation with their spouses, advisors or others unless they agree otherwise by amending this Agreement to Participate in Mediation in writing. Even if so amended, the Parties may always discuss what was said and done in mediation with their respective attorneys, and the Parties may jointly waive confidentiality by written agreement, and;

4. VOLUNTARY: The mediation process is voluntary and shall continue until any Party or Mediator terminates the process, or until an agreement is reached; Any Participant referred to mediation by a court or other agency need only participate in an initial orientation session, to explore whether mediation appears to the Parties and the Mediators to be a useful process in the resolution of the Parties' dispute, and;

5. COURT REPORTS: Any reports required to be filed by the Mediators with a court or other referring agency will contain only information as to the Parties' attendance at an initial mediation orientation session, the number of hours and sessions of mediation (for statistical purposes), whether or not further mediation is recommended or if agreement was reached; No information will be reported as to the reasons why agreement was not reached, or the demeanor or attitude of the Parties, and;

6. JOINT AND SEPARATE SESSIONS: The Mediators may ask the Parties to participate in joint sessions, where all Mediators, Parties and other Participants are present, and at times the Mediators may ask to meet separately with each Party separately, in turn, and;

7. PARTICIPATION: The Parties and other Participants agree to participate in good faith, treat others with respect and courtesy, and allow others to speak without interruption, and;

8. BREAKS: Breaks should be kept to a minimum, but any Participant who feels the need may call for a short break during the course of mediation, and;

9. GROUND RULES: In order to create a climate of respect, cooperation and joint problem-solving, participants agree to avoid interrupting, inappropriate language and personal attacks, and;

10. NON-PARTIES: All principal Parties need to agree to the presence, degree of involvement and role of any non-parties proposed for inclusion in the mediation process. If the non-party is a child, the Parties must discuss in detail the child’s involvement and the questions to be asked so that the child is not put into the middle of the dispute, and;

11. LEGAL INFORMATION AND ADVICE: The Mediators may provide the Parties with legal information, forms, copies of statutes, etc. The Mediator does not provide legal advice. Legal advice includes information about likely court outcomes, the relative legal merits of a Party’s case or the application of specific legal principles to particular factual situations. Each Party to the mediation has the opportunity to consult with independent legal counsel at any time and is encouraged to do so, and;

12. TERMINATING MEDIATION: Any Party or Mediator may decide that the process is not useful and terminate or indefinitely suspend the mediation. Before terminating the mediation, the Parties and Mediators are encouraged (but not required) to discuss the reasons for the termination and consider any options offered for continuing, and;

13. AGREEMENT: The Parties agree that all terms of any agreement are considered settlement proposals and are non-binding until reduced to a final writing and signed by all Parties; Any mediated agreement may affect the legal rights of the Parties; Each Party to the mediation should have any draft agreement reviewed by independent counsel prior to signing the agreement, and;

14. COURT, HEARING & OTHER IMPORTANT DATES: Parties must keep themselves informed of any court or other hearing dates or other obligations set by the court or other agency in their case. Referral to and/or participation in mediation does not halt or delay the schedule of a court or administrative case until a settlement agreement is filed and properly brought *by the Parties* to the attention of the court or agency.

15. DOMESTIC RELATIONS CASES: In cases involving divorce, property, support or the welfare of a child, each party agrees to provide substantial full disclosure of all relevant property and financial information; and,

16. FEES: The Parties agree to pay the following fees to Northern Virginia Mediation Service for each hour of mediation and for up to two hours document drafting time. Additional document drafting time will be billed at ½ the hourly rate when such hours are estimated in advance by the Mediators and authorized by the Parties. Fees are expected at time of service and may be paid by cash, check or credit card.

Party: _____ Rate ____/hour; Party: _____ Rate ____/hour.

SEEN, ACKNOWLEDGED AND AGREED:

Party Date

Party Date

Attorney Date

Attorney Date

Mediator Date

Mediator Date

Other Participant Date

Other Participant Date