



The University of Toledo
Campus Mediation Services, MS 507
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CAMPUS MEDIATION SERVICES AGREEMENT TO MEDIATE & CONFIDENTIALITY AGREEMENT

WHAT IS MEDIATION?

Mediation is a process conducted by an impartial third party called a mediator. The mediator helps the parties communicate and find a solution to their disputes. However, the mediator has no authority to impose a settlement.

PRINCIPLES THAT GOVERN MEDIATION

1. **Good Faith.** I agree to participate fully and to sincerely attempt to resolve the issues at hand.
2. **Courtesy and Respect.** I agree to remain courteous and respectful throughout the session. I will refrain from personal attacks and will respect the opinions, perceptions, and feelings of the other parties in the mediation.
3. **Neutrality of Mediator.** I understand that the mediator serves as a neutral third party facilitator whose purpose is to promote communication and help the parties reach a mutually satisfying agreement. The mediator is not a judge and has no power to compel any particular course of action. The mediator will not advocate on behalf of any party and the parties agree that any statements made by the mediator do not constitute legal advice.
4. **Confidentiality and Exceptions.** Except as otherwise agreed by the parties or mandated by law, all mediation communications are privileged and confidential. The mediator will not voluntarily reveal anything discussed in mediation without the permission of both parties. **Exceptions to the rule of confidentiality and privilege involve an immediate threat of physical violence or any report of physical or sexual abuse.**
5. **Privilege of Mediator and Mediation Communications.**
 - I agree that I will not call the mediator as a witness in any legal or administrative proceeding concerning this dispute.
 - I agree not to subpoena or demand production of any records, notes, or work product of the mediator in any legal or administrative proceeding concerning this dispute.
 - To the extent that I may have a legal right to call the mediator as a witness or to demand mediation communications, I hereby waive that right.
6. **Withdrawal from Mediation.** I understand that mediation is a voluntary process, and that either party may terminate the mediation at any time. I understand that the mediator reserves the right to withdraw if it is determined that the issues cannot be resolved in mediation or that the mediator is unable to provide the services necessary to reach resolution.
7. **Exclusion of Liability.** Neither the university nor any mediator shall be liable to any party for any act or omission in connection with any mediation service activity sponsored by the Center for Mediation and Legal Rights.

SIGNATURES

I have read and understand the Agreement to Mediate and Confidentiality Agreement and agree to the terms of the mediation.

Party's Signature

Date