



**CD DIRECT**

**MODEL**

**WORKPLACE MEDIATION**

**AGREEMENT TO MEDIATE**



**CONFLICT  
DYNAMICS**

TRAINING  
& DISPUTE  
RESOLUTION  
SERVICES

**AGREEMENT TO MEDIATE**

**BETWEEN**

\_\_\_\_\_

**[PARTY A]**

**AND**

\_\_\_\_\_

**[PARTY B]**

**THIS AGREEMENT is made on .....**

**BETWEEN**

1 \_\_\_\_\_ “the Mediator”, (a term which incorporates a Co-Mediator or Observer Mediator in attendance at the Mediation with the Parties’ permission),

The Parties are:

2 \_\_\_\_\_ (“Party A”)

3 \_\_\_\_\_ (“Party B”)

(and together referred to as “the Parties”)

We agree to the following in relation to the Mediation:

**1. The Mediator**

\_\_\_\_\_ will be the Mediator. The Mediator’s role is as a facilitator. The Mediator does not give legal advice, or make any findings or recommendations.

**2. Mediation Process**

The Mediator will chair, and determine the procedure for, the Mediation. The Mediator will meet with the Parties separately and jointly in order to develop his/her understanding of each Party’s view, and to facilitate mutual understanding and agreement between the Parties. Private

information given to the Mediator during such talks will be confidential unless the party involved allows the Mediator to share the information with any other Party.

**3. Confidentiality**

Any information produced or received, whether in a document prepared for the Mediation or written or spoken during the Mediation, is confidential. It can only be used for the purpose of the Mediation and cannot be repeated or referred to in any formal investigation, disciplinary or court action or other proceedings. This does not apply to any information which would in any event have been admissible or disclosable in any such proceedings or which is necessary to implement any agreement arising out of the Mediation. The Parties agree that they will not call the Mediator to give evidence in any formal investigation, disciplinary or court action or other proceedings, nor ask to see the Mediator’s notes.

The mediator and participants will not create any electronic video or audio recording of the mediation. Nor will they make or allow any live or deferred video or audio relay of the mediation to others.

Only the participants to the mediation, the mediator and anybody agreed in advance (e.g. participants’ representatives) will be present in the room used by each participant during any mediation session and all parties present at each station shall be within camera view throughout the Mediation.

**4. Agreed outcomes**

Any agreed outcomes or future actions emerging from this Mediation may be recorded in a document signed by the Parties as a record for themselves and, if they all agree, as information for the organisation. The Mediator will assist the Parties in the preparation of such a document.

**5. Ending the Mediation**

The Mediation is a voluntary process, and the Mediator or any of the Parties may terminate the Mediation at any time, but not before discussing this with the Mediator.

**We agree to the above terms and conditions**

(a) Party A .....  
Address .....  
.....  
.....

Signed .....

Dated.....

(b) Party B .....

Address .....

.....

.....

Signed .....

Dated.....

(c) Mediator .....

Signed .....

Dated.....