



Agreement to Mediate

Please read, sign and return this form for your mediation

1. The mediation process gives an opportunity for all Participants to discuss concerns in the workplace. The Participants choose what they will talk about in mediation and how best to work together in the future. Participants reach an agreement freely and voluntarily.
2. The mediators are trained and skilled to promote constructive communication and problem solving. The mediators do not provide legal services or advice, nor do they impose any resolution on the Participants. It is not the role of the mediator to express who is right or wrong, rather the mediator will help the Participants work toward an agreement acceptable to one another.
3. Mediators conduct and control the mediation process. Mediators have the right to exclude persons whose behavior undermines the integrity of a fair mediation process.
4. Participants must agree who will be involved in the mediation process and in doing so, agree to remain courteous and respect the opinions of others.
5. The Mediation Procedures Act protects the confidentiality of all mediation communications. Chapter 11 NMSA (2007 Supp). The Participants agree not to talk later about what was said in the privacy of mediation. Except as otherwise provided in the Mediation Procedures Act, or by applicable judicial court rules, all mediation communications are confidential, and not subject to disclosure and shall not be used as evidence in any proceeding.
6. Each Participant is welcome to stop the mediation process at any time and bring concerns about mediators and/or the process to the ADR Office. Additionally, Participants can choose to be accompanied by mediation by the advisor of their choice. Participants can also request another mediation session.
7. Any agreement reached through mediation must be mutually acceptable and signed by each Participant. A written record of the mediation signed by all Participants is not confidential and is binding and enforceable. The Participants take their written record with them after the mediation. The Employee Mediation Program is not responsible for keeping a copy.

My signature below indicates that I have carefully read, and understand, this agreement, and I will comply with the terms of this Agreement to Mediate.

_____ Date _____ Date

_____ Date _____ Date