

AGREEMENT TO MEDIATE

THIS AGREEMENT is between

- 1) _____ **(Party)**
- 2) _____ **(Party)**
- 3) _____ **on behalf of the University of Strathclyde (Mediator)**
- 4) _____ **on behalf of the University of Strathclyde (Mediator)**
- 5) _____ **(Observer/Other Participants)**

The parties agree as follows:

1. No person, other than those named above, will be allowed to attend, participate, observe or listen-in on the mediation without approval of the mediator(s) and parties. Neither they nor any participants will record or permit the recording of all or any part of the mediation without the consent of all parties and the mediator(s).
2. Each party will attempt in good faith to resolve the dispute using the mediation process and will attend the mediation, either physically, online, or telephonically, with full authority to settle the dispute.
3. A mediation session will aim to conclude within a period of 3 hours.
4. The Mediator(s)
 - a. Mediation is provided by University of Strathclyde Mediation Clinic, who will appoint one or two mediators
 - b. The mediator(s) will be responsible for conducting the mediation meeting in accordance with this agreement and the [Scottish Mediation Code of Practice](#).
 - c. The role of the mediator(s) is to help the people involved in a dispute to communicate and negotiate in good faith with each other. The mediator(s) will not act as legal adviser to either party.
5. Voluntary Participation

Any party, including the mediator(s), may withdraw from the mediation at any time.

6. Settlement

When/if the parties agree on how to resolve the dispute, the mediator(s) will record the terms of the settlement in a settlement agreement which shall be binding. If the mediation is face to face, all parties will sign and date the agreement. If the mediation is conducted online or telephonically, the mediator(s) will note the terms of the settlement in writing, read them back to the parties and ask them to confirm that those are the terms of their settlement. The mediator(s) will then email a written confirmation to the parties recording those terms, and that document will constitute evidence of the parties' agreement.

7. Confidentiality

- a. Mediation is a private and confidential process.
- b. Unless otherwise admissible, nothing said in, nor any documents produced specifically for the mediation (such as settlement proposals and draft settlement agreements) may be used as evidence in any subsequent court or other proceedings.
- c. No party may have access to the notes of the mediator(s) or call the mediator(s) as witnesses in any court or other proceedings regarding the mediation.
- d. Where a party privately discloses to the mediator(s) or the Clinic any information in confidence before, during or after the mediation, the mediator(s) or the Clinic will not disclose that information to any other party or person without the consent of the party disclosing it, unless required by law to make disclosure.

8. Exceptions

A settlement agreement made at the mediation will be admissible in subsequent proceedings to enforce that agreement.

The provisions of paragraph 7 shall not apply where:

- all parties consent to specific disclosure;
- any of the parties is required by law to make disclosure;
- the mediator(s) reasonably consider that there is serious risk of significant harm to the life or safety of any person if they do not make such disclosure;
- the mediator(s) discuss the case in professional supervision with the Clinic Director or other Mediation Clinic. A party may disclose information or documents obtained during the mediation to a person not present at the mediation where that party needs to do so in order to obtain professional advice or where the person is within that party's legitimate field of intimacy. A party disclosing information or documents in these circumstances must inform the professional advisor or any such person that the information or documents are confidential.

9. Complaints

If any party to this agreement is dissatisfied with any aspect of the mediation process, they can notify the Mediation Clinic which will attempt to resolve the matter via the Mediation Clinic's Complaints Procedure. If it cannot be resolved to the party's satisfaction, they may then write formally to the Director of Scottish Mediation who will deal with it in accordance with their Complaints Policy.

10. Monitoring and Costs

The Mediation Clinic's service is provided free of charge and supported by funding from the Scottish Government. To assist with monitoring and evaluation parties agree to provide anonymous feedback via the Mediation Clinic weblink.

11. Exclusion of Liability

Except as required by law, neither University of Strathclyde Mediation Clinic nor any mediator, nor any body with whom the mediator is professionally associated, shall be liable to the parties for any act or omission in connection with the services provided by the Mediation Clinic.

12. WoMACC Green Pledge

The mediators are signatories to the World Mediators Alliance on Climate Change ([WoMACC](#)) green pledge. They are therefore committed to minimising the environmental impact of the mediation in the ways outlined in the pledge, including avoiding unnecessary travel and using screen-sharing/video technology where possible. The full pledge is attached as an appendix to this agreement.

Signed (please type your name):

(Party) **(Date)**

(Party) **(Date)**

(Mediator) **(Date)**

(Mediator) **(Date)**

(Observer/Other Participants) **(Date)**

..... **(Date)**

Copy to: Mediation Clinic and each Party above.

The WoMACC Green Pledge

As a mediator committed to ensuring that I minimise the impact on the environment of every mediation I am involved in, I will ensure that, wherever possible:

- If screen sharing/video technology is appropriate, accessible and acceptable to all concerned, I will encourage its use in all aspects of my mediation practice;
- At all times during the mediation process, I will consider the most environmentally friendly way to travel if travel is necessary;
- I will offset the carbon emissions of any flights I make to and from mediations while recognising that this is not in any way a substitute for avoiding flying and will only fly when it is necessary to do so;
- At all times during the mediation process I will only correspond through electronic means, unless hard copy correspondence is expressly required in the circumstances, while recognising that electronic communication itself is carbon emitting and should be limited to what is necessary;
- I will not request hard copies of documents to be provided to me unless there is a special need to do so and I will discourage the use of hard copy documents generally;
- I will encourage parties and their advisers to consider the necessity of participants attending mediation in person if that attendance involves significant travel and is not necessary;
- Wherever possible, I will encourage parties and their advisers to consider the most environmentally friendly venue for their mediation. At mediation venues, in rooms in which I am mediating I will encourage, wherever possible, an environmentally friendly approach to the use of consumables (for example the avoidance of single-use plastic) and the use of energy (for example reviewing the level of air conditioning and heating);
- I will consider the appropriateness of travelling to, and my mode of travel to and from, conferences and other events and wherever possible will encourage and use live streaming/remote participation options;
- I will take steps to reduce the environmental impact of my office/workplace; and
- I will seek to raise awareness of this pledge, for example by referring to it on my website and/or email footer."