



Mediation Agreement

We, the undersigned parties, are presently involved in a dispute with one another, which we hereby submit for mediation before Conflict Resolution & Conciliation Services (CR†CS).

We have been informed that Title 8.01 Chapter 21.2. Code of Virginia governs mediation, and sets out: definitions; standards, duties, and civil immunity of mediators; confidentiality of the mediation process and exceptions; effect of written agreements and grounds for vacating such agreements. We acknowledge being informed of and receiving a copy of these statutory provisions and agree that these provisions apply to this mediation.

We acknowledge and agree that:

1. One or more mediators will be nominated by CR†CS.
2. The mediators will endeavor to assist us in reaching a voluntary resolution of this dispute through mediation. Their mediation style will be to facilitate effective communication between us, engender understanding between us, draw out the underlying reasons for the dispute, and guide and encourage us towards resolution; foundational to this approach are biblical principles concerning individual responsibility for one’s role in a dispute, consideration of the interests of all impacted by the dispute, and the impact of relationship issues in the existence and resolution of the dispute. If we are unable to agree on a resolution, the mediators may, at their discretion, issue an advisory opinion, which shall not be legally binding. While we commit ourselves to negotiate fairly, honestly and equitably throughout the process, we understand that we may choose to withdraw from the mediation process at any time. The mediators may withdraw from the mediation if it becomes inappropriate or ineffective and will terminate the mediation if it becomes evident that there is a failure to participate in good faith on the part of either party. In domestic relations cases involving divorce, property, support or the welfare of a child, good faith includes each party providing substantial full disclosure of all relevant property and financial information.
3. We understand that neither CR†CS nor any mediators, including those who happen to be attorneys, will provide us with legal advice or representation, which we could receive from a privately retained attorney. Furthermore, no mediator, regardless of training or expertise, will be expected to provide any of us with professional or technical advice, which we could receive from an independent professional or technical specialist. Since an agreement signed by the parties as a result of this mediation process will affect the legal rights of the parties, each party may choose to consult independent legal counsel or seek other professional or technical advice at any time during the mediation process and is encouraged to do so. Each party to the mediation should have any draft agreement reviewed by independent counsel prior to signing the agreement
4. We agree to protect the confidentiality of this process. We acknowledge that we have been specifically informed of the confidentiality provisions of Title 8.01 Chapter 21.2. Code

A Nonprofit Program of Conflict Resolution & Conciliation Center, Inc.

10521 Judicial Drive, Suite 207 • Fairfax, Virginia 22030 • (703) 385-9877 • Fax: (703) 385-4353

E-Mail: crcs77@mac.com • Website: www.ConflictToPeace.org

of Virginia and their applicability to this mediation. Furthermore, we agree to treat all dealings with each other, CR†CS, or the mediators in regard to this dispute as settlement negotiations, and we agree that all communications which relate to the controversy being mediated, made at a mediation session, or in connection with the mediation with each other, CR†CS, the mediators, or any other person, shall be confidential, inadmissible in a judicial or administrative proceeding, and not discoverable, except as provided in the applicable statutory provisions noted above or otherwise excepted in this agreement. We understand that under Virginia Code Section 63.2-1509 mediators are mandatory reporters of child abuse; information pertaining to suspected child abuse or neglect will not remain confidential. We agree that the confidentiality provisions shall not preclude us from discussing what happens in mediation with their respective spouses, spiritual advisors, or attorneys, and shall not preclude the mediators from consulting with CR†CS staff members or outside experts regarding particular issues or problems related to a case, or, when the mediators deem it appropriate, discussing a case with the church leaders of parties who profess to be Christians.

5. We agree to instruct any attorney representing us that the attorney shall not, at any time (before, during, or after mediation of this dispute), call a representative of CR†CS or an appointed mediator as an adversarial witness in any legal or administrative proceeding concerning this dispute or the agreement which is produced as a result of this mediation. In the event CR†CS or an appointed mediator is involved in court proceedings related in any manner to this mediation, the parties seeking their involvement shall pay all expenses of CR†CS and the mediator associated with that involvement including the undiscounted hourly session fees and expenses set out in the fee agreement and the cost of legal representation.

6. We have each signed a fee agreement. Each party agrees to pay their share of all fees and costs of the conciliation process in accordance with that fee agreement.

7. This agreement may be executed in counterparts (identical copies bearing one or more signatures), each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

We further agree that any dispute with CR†CS or a mediator arising out of or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation (ICC Rules), of the Institute for Christian Conciliation, a division of Peacemaker Ministries (complete text of rules available at www.hispeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. We understand that these methods shall be the sole remedy for any controversy or claim arising out of or related to this agreement and expressly waive our right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

Accepted by _____ (CR†CS) Date _____