

University of Iowa Office of the Ombudsperson: Mediation Service

AGREEMENT TO MEDIATE

The privilege and confidentiality protections contained in Iowa Code Chapter 679C (Mediation) apply to each mediation session and mediation consultation conducted under this agreement.

I am participating in mediation with the goal to improve communication and/or resolve any pending concerns. I understand and agree to the following terms and conditions regarding the mediation process:

1. I understand that mediation is a process in which the mediator, an impartial party, facilitates communication to assist the participants in a negotiation aimed at the resolution of the concerns presented. Mediation is voluntary and participants can withdraw at any point before or during the mediation process. The mediator may also end the mediation at any time.
2. I understand that the mediator's role is not to decide who is right or wrong, or who wins or loses. All participants will work with the mediator to isolate points of agreement and disagreement and to explore alternative solutions to the concerns presented.
3. I understand that the mediator is not an advocate or representative for either participant in the mediation or for anyone else, including the University of Iowa.
4. I understand that mediation is a confidential process and I agree to respect the confidentiality of all discussions and communications made during or in connection with the mediation. I understand that the purpose of mediation is not to gather information for other purposes.
5. To preserve the confidentiality of the mediation process, I understand and agree that if I raise claims in this mediation that, if true, would constitute a violation of university policy or law, my raising of any such claim(s) does not constitute notice to the University of such violations. To report claims alleging a violation of university policy or law, I will follow appropriate internal University procedures or contact the appropriate law enforcement officials for the reporting of such claims.
6. I understand that all communications between me and any mediator, any other persons participating in mediation or a mediation consultation, and the mediation service are confidential to the extent provided by law, except that confidentiality does not extend to a threat or statement of a plan to inflict bodily injury or commit a crime of violence; a plan to commit or attempt to commit a crime, the commission of a crime, or activity to conceal an ongoing crime or ongoing criminal activity; communications regarding the abuse, neglect, abandonment, or exploitation of a child, elder or individual with a disability; or communications pertaining to de-identified information regarding the date/time, location, and occurrence of a Clery Act crime, which the mediator must report to the University Clery Compliance Officer.
7. I understand that this Agreement to Mediate itself is not privileged pursuant to Iowa Code Chp. 679C.106(1)(a), but may be confidential and as such, protected from public disclosure pursuant to Iowa Code Chp. 22.7(37). I also understand that the University of Iowa Office of the Ombudsperson will not retain a copy of this agreement but that I have received a signed copy of this agreement for my safe keeping.

The Office of the Ombudsperson is a confidential resource, to the extent permitted by law. Exceptions to confidentiality are set forth in section 6 above.

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____