

## CO-RESOLUTION AGREEMENT

The parties, as identified by their signatures below, agree as of the last date of signature to participate in a facilitated negotiation/mediation under the "co-resolution" structure to try to resolve their differences. **Of primary importance**, the parties understand (1) that this process is a voluntary, informal negotiation and (2) that the negotiation coaches are not acting as attorneys.

### **The Parties Understand:**

- Co-resolution is a form of mediation and a voluntary process. There will be no binding outcome without the written agreement of both parties. Either party can terminate the process at any time.
- The negotiation coaches are not acting as attorneys. Attorneys operate independently and provide advice about legal rights. Co-resolution coaches work as a team, and each one will help one party with negotiation skills and strategies.

### **The Parties are Provided:**

- A personal negotiation coach. Each party understands that they are being offered a professional negotiator. If either party feels that their negotiation coach is providing unsatisfactory assistance, that party can terminate both coaches by walking away from the process. Each coach will therefore direct their assistance to one side of the dispute.
- A fair opponent. The parties recognize that, because the negotiation coaches work together as one unit on a regular basis, these coaches will not endanger their relationship by engaging in any unfair or deceptive negotiation methods. Each party therefore understands that (1) they are being coached in productive and reasonable negotiation methods and (2) the other party's coach will promote only fair negotiation tactics.

### **Governing Law, Confidentiality, and Legal Enforcement:**

- The parties agree that this process will be governed by the Iowa Uniform Mediation Act pursuant to Iowa Code §679C, except that to the extent the parties are each assigned a negotiation coach, the parties hereby waive the impartiality requirement found at §679C.109(7). The negotiation coaches shall still be obligated to disclose any known facts likely to affect their impartiality such as a financial or personal interest in the outcome of the co-resolution/mediation and an existing or past relationship with a party or foreseeable participant in the co-resolution/mediation pursuant to §679C.109(1) and (2). All communications under this process will be deemed to be "mediation communications" as a matter of substance and will therefore be privileged and inadmissible in any court proceedings. Exceptions to this privilege include (1) the final written agreement of the parties, (2) an imminent threat of bodily harm, (3) criminal activity, and (4) suspected abuse or neglect of a child.
- The parties state that all communications made in this process are confidential, unless otherwise agreed.
- Any agreement reached will be held out as the private agreement of the signing parties. If either party wants legal counsel or if both want to make this agreement a Court Order, each party will have the opportunity to consult with an attorney before signing.

**I commit to participate in the co-resolution process, and I understand the above terms.**

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Signature

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Printed Name

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Date

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Signature

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Printed Name

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Date