



THE CITY OF NEW YORK  
**CENTER FOR CREATIVE CONFLICT RESOLUTION**

OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS  
66 JOHN STREET, 11TH FLOOR, NEW YORK, NY 10038  
(212) 436 0847  
[www.nyc.gov/oath](http://www.nyc.gov/oath)

Case # \_\_\_\_\_

**AGREEMENT TO MEDIATE**

In the Matter of a Mediation Between

\_\_\_\_\_ and \_\_\_\_\_

I have read, understand and agree to all of the terms of the Center for Creative Conflict Resolution's Guidelines, and therefore agree to voluntarily participate in mediation. I understand that any agreement to the resolution of this dispute is also voluntary. At any point in the process, I can request that the mediation session be terminated and that the case be returned to the referring agency.

Mediation is a confidential process. With certain exceptions noted below, all verbal and written communications made during the course of mediation by anyone in the session are confidential and may not be used in any court or administrative proceeding. The confidentiality provision shall not apply under the following circumstances:

- Any allegations or acknowledgments of corruption or criminal activity,
- Where there is a serious and/or imminent threat or incident of violence,
- When all parties and mediators agree to waive confidentiality,
- Or where otherwise provided by law, rule, mayoral executive order or written agency policy.

If the mediation occurs online, I agree to the following additional privacy provisions:

- I will not record, or permit another to record, directly or indirectly, any portion of the mediation. I understand that audio or video recording of any type, including screenshots, is strictly prohibited.
- I will not permit or encourage anyone who has not signed the Agreement to Mediate to be present in the room where my computer is situated during any portion of the mediation, and if someone does enter the room, I will immediately notify the mediator(s) and other parties.
- At the close of the mediation, I will destroy any electronic files or handwritten notes that I may take during the mediation, and I will represent to the mediator and other parties that I have done so.

I further understand that the mediators are neutral third parties. They will not advocate for a particular outcome, nor will they make any decisions in this matter. The Center for Creative Conflict Resolution and the mediator(s) will be held harmless for any claim arising from the mediation process. Parties may bring an attorney or representative to the mediation, or may consult with one before signing any agreement.

Finally, I have been advised that by virtue of my participation in mediation, I may be contacted by the Center following the mediation and asked to participate in a voluntary confidential survey.

The mediation process has been fully explained to me, and I agree to make a good faith effort to resolve the above-referenced case.

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| _____       | _____ | _____       | _____ |
| Participant | Date  | Participant | Date  |

|             |       |             |       |
|-------------|-------|-------------|-------|
| _____       | _____ | _____       | _____ |
| Participant | Date  | Participant | Date  |

|                |       |                |       |
|----------------|-------|----------------|-------|
| _____          | _____ | _____          | _____ |
| Representative | Date  | Representative | Date  |