FORM C

Federal Executive Board of Minnesota - Shared Neutrals Program

Agreement to Mediate

In consideration of receiving services from the Shared Neutrals Council I agree to enter into this mediation in good faith. I will sincerely attempt to resolve this dispute, agree to cooperate with the mediator(s) assigned to this case, and give serious consideration to all suggestions made in regard to developing a realistic solution to the problem.

I understand that mediators assigned to this case will not be serving as advocates, attorneys or judges. Their sole function is to act as neutral facilitators. The mediator(s) has no duty to protect the interests of the participants or provide them with information about their legal rights. Any agreements or decisions resulting from this mediation session are entered into voluntarily and by mutual acceptance of the parties. Signing a mediated settlement agreement may adversely affect the participants' legal rights. The parties understand that they have a right to have a representative assist them during the mediation process and should consult an attorney before signing a mediated settlement agreement if they are uncertain of any of their rights.

No party shall be bound by anything said or done at the mediation unless a written settlement is reached and executed by all necessary parties. If a settlement is reached, the agreement shall be reduced to writing and, when signed and approved by the appropriate authorities for all parties, shall be binding upon all parties to the agreement.

Each participant agrees that mediation sessions are confidential resolution negotiations and that all offers, promises, conduct and statements, whether written or oral, made in the course of the proceedings are inadmissible in any litigation or arbitration of this dispute to the extent allowed by law. However, matters that are admissible in a court of law or other administrative process continue to be admissible even though brought up in a mediation session. Confidentiality will not extend to threats of imminent physical harm.

Each participant also agrees not to subpoena or require any mediator to testify or produce records, notes or work products in any future proceedings and that no recordings or stenographic records will be made of the mediation session.

Participant A	Date	Representative	Date
Participant B	Date	Representative	Date
Participant C	Date	Representative	Date