

## AGREEMENT TO MEDIATE

This is an Agreement to Mediate between the Rural Development Agency of the United States Department of Agriculture at Gainesville, Florida, and

The goal in mediation is to obtain an agreement that satisfies all persons reasonably. Mediation is voluntary and anyone, including the mediator, may end the mediation at any time and for any reason. We agree to meet with the mediator at a frequency and for session lengths that the mediator deems appropriate. We understand that we can meet separately with the mediator or privately, at any time and that we are free to call the mediator by telephone privately.

*Mediators are neutral.* The mediators will not advise the parties. The parties should each see an attorney or other professional regarding any question of law or other issue or regarding the content of a proposed agreement.

*Confidentiality.* Certain matters are not confidential: Anything said that indicates an intent to commit a crime, to inflict bodily harm on another or which threatens the safety of a child is not confidential. Confidentiality also will not apply to anything required to be disclosed by law, or anything necessary and relevant as a claim or defense of a claim or complaint against the mediator(s) or mediation organization. In addition, this mediation may be reviewed for educational or scholarly purposes.

The mediator agrees to keep confidential everything we discuss in our sessions and in other conferences unless the communication falls into one of the categories above. In turn, we agree not to subpoena the mediator, or otherwise attempt to coerce or disclose any communications concerning the mediation

*Auditing.* The parties understand that for the purpose of auditing the USDA, including the USDA Inspector General, the Comptroller of the United States, the Administrator, and any of their representatives will have access to pertinent records as necessary to conduct audits, or evaluations of mediation services funded in whole or in part by the USDA.

*Disclosure.* It is understood that complete and honest disclosure of all relevant information is essential to successful mediation. Although we are not required to volunteer information or to answer any questions, we agree that all disclosures will be truthful and that we will not deliberately mislead each other by disclosing only partial information, or in other ways.

*Agreement.* When an agreement is reached, the mediators will record the terms of that agreement. The person may sign the agreement at the mediation session, or any party may review the agreement with their attorney before the document is placed in final form and signed. No person will hold the mediator liable for the results of the mediation, whether or not a resolution is reached. No agreement will be binding on any party, as to any subject, unless in writing, signed by those to be bound by the agreement, expressing their intent that agreement is binding. If either of us has employed an attorney, no agreement or document of any kind between us, prepared by our mediator, will be binding on either of us unless and until signed by our respective attorneys to signify their approval. The parties understand that each is free to have legal counsel review any agreement reached by us before the agreement becomes binding on them.

*Not Legal Representation.* The parties understand that mediation is not legal representation or legal counseling. The parties understand that each may have an attorney. The mediator will not represent any person in any further legal proceedings or other legal matters relating to the subject of the mediation.

We, the undersigned, agree to mediate according to the above terms and guidelines.

\_\_\_\_\_  
United States Department of Agriculture/RD

Date:

\_\_\_\_\_  
***Party to Mediation –***  
***please sign above line & date***

Date:

***Party to Mediation phone number***