AGREEMENT TO MEDIATE

1. Each of you agrees to mediate in good faith. This means that each of you will make a sincere effort to resolve the dispute and, to this end, each of you agrees to conduct yourself in a polite and courteous manner.

2. Each of you understands that the decision-making power rests with you. The mediators are neutral third parties. They will not tell you what to do but will help you explore your options to creating a mutually satisfactory resolution.

3. Each of you agrees to maintain confidentiality, which includes refraining from discussing what occurs at mediation with outside parties, and refraining from using the information exchanged in any different forum. The purpose of this confidentiality is to allow you the opportunity to be as forthright as possible in this effort to resolve this matter.

4. Each of you agrees not to call the mediators as witnesses at any further proceedings relating to this dispute, or request or use as evidence any materials prepared by the mediators for the mediation, with the exception of the mediation agreement signed by the participants. In no event will the mediators voluntarily testify on behalf of any party or submit any type of report in connections with this mediation.

5. Each of you understands that any resolution you reach only applies to your dispute and that the results of mediation do not set precedent for the New Mexico State University.

6. Each of you understands that any agreement you reach must comport with the NMSU's policies and procedures and rules and will be interpreted accordingly.

7. Each of you agrees that you will abide by any signed mediation agreement you reach. The mediation agreement may be shared with your supervisor who may monitor adherence. The Employee & Labor Relations department will keep a signed copy of this Agreement to Mediate and any Mediation Agreement.

We agree to these terms and conditions for undertaking mediation. Signed this _____ day of _____, 20____.

_____   _____
Participant Signature   Participant Signature

_____   _____
Mediator Signature   Mediator Signature