

## Mediation BIP, LLC

“Settling Financial and Organizational Disputes”

[www.mediationbip.com](http://www.mediationbip.com)/e-mail:mediationbip@gmail.com



## Agreement to Mediate

This is an agreement between **(The claimant’s name)** and **(The respondent’s name)**, hereinafter “parties”, and **(The Mediator’s name)**, hereinafter “mediator”. The parties and the mediator enter into mediation with the intent of resolving issues related to:

**(A brief description of the dispute would go here)**

The parties and the mediator understand and agree to:

### 1. Nature of Mediation

The parties hereby appoint *MBIP* for their negotiations. The parties understand that mediation is an agreement-reaching process in which the mediator assists parties to reach agreement in a collaborative, consensual and informed manner. It is understood that the mediator has no power to decide disputed issues for the parties. The parties understand that mediation is not a substitute for independent legal advice. The parties are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any mediated agreement before signing that agreement. The parties understand that the mediator’s objective is to facilitate the parties themselves reaching their most constructive and fairest agreement. The parties also understand that the mediator has an obligation to work on behalf of each party equally and that the mediator cannot render individual legal advice to any party and will not render therapy within mediation.

### 2. Scope of Mediation

The parties understand that it is for the parties, with the mediator’s concurrence, to determine the scope of the mediation and this will be accomplished early in the mediation process.

### 3. Full Authority

The parties agree that they have full authority to postpone negotiations, cancel negotiations or to settle the dispute. If they have been given full authority by someone that would not be in attendance, they will present a written document (created and signed by the person with

original authority) stating such given authority to the mediator and other party(s) before negotiations commence.

**4. Mediation is Voluntary (Unless Court Ordered or Contractual)**

All parties agree to give a good faith effort to go through the mediation process. It is, however, understood that any party may postpone or cancel negotiations at any time, for any reason.

**5. Confidentiality**

It is understood between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, written and oral communications, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceeding. **Only a mediated settlement/contract, signed by the parties may be so admissible.** The parties further agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the parties. The mediation is considered by the parties and the mediator as settlement negotiations. The parties understand the mediator has an ethical responsibility to break confidentiality if s/he suspects another person or property may be in danger of harm. The parties understand that the mediator may consult professionals to help with the understanding of rules, regulations and terminology in different fields and disciplines.

**6. Full Disclosure**

Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by any other party of the mediation if the mediator determines that the disclosure is relevant to the mediation discussions.

**7. Mediator Impartiality**

The parties understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any party over another in the mediation session(s). The parties agree that the mediator may discuss the parties' dispute with an attorney that is retained as counsel for the parties. The mediator may communicate separately with one party at a time (equal amount for all parties), in which case such "caucus" shall be confidential between the mediator and the party unless they agree otherwise.

**8. Litigation**

The parties agree to refrain from pre-emptive maneuvers and adversarial legal proceedings (except in the case of an emergency necessitating such action), while actively engaged in the mediation process.

**9. Location**

The parties agree to hold their mediation session in person and arrive promptly at the specified location and date/time: *August 20, 2010, 2pm @ 123 Main street Anytown, USA 10101.*

**10. Mediation Fees and Cancellation Policy**

The parties and the mediator agree that the fee for the mediation shall be \$        per hour for time spent with the parties and for time required to study documents, research issues,

correspond, telephone call, prepare draft and final agreements, and do such other things as may be reasonably necessary to facilitate the parties reaching full agreement. The parties further understand that copying and postage will be billed to them. The mediator shall be reimbursed for all expenses incurred as a part of the mediation process. **The parties are to pay the hourly rate, multiplied by how many hours they have selected, at least 24 hours before the session/meeting commence. Also, this agreement is to be signed at least 24 hours before the session/meeting commence. Any unearned amount of the hourly fee will be refunded to the parties on a pro-rated basis. An exception to the previous statement is if either of the parties cancel (with no emergency) within 24 hours of the meeting (after signing this agreement and paying their portion) or is simply not present for the meeting, the party that cancelled or who was not present will receive a 50% refund of monies paid. Moreover, the party that is present (or who did not cancel), will receive a full refund of monies paid.**

As between the parties only, responsibility for mediation fees and expenses shall be split equally. For example: if there are two parties, they will split the fees and expenses 50/50.

Should payment not be timely made, the mediator may, at his/her sole discretion, stop all work on behalf of the parties, including the drafting and/or distribution of the parties' agreement, and withdraw from the mediation. If collection or court action is taken by the mediator to collect fees and/or expenses under this agreement, the prevailing party in any such action and upon any appeal therefrom shall be entitled to attorney fees and costs therein incurred.

**Thank you for choosing Mediation Based on Islamic Principles, LLC.**