



Mediation/Arbitration Agreement

We, the undersigned parties, are presently involved in a dispute with one another, and we hereby submit the issues described on the attached exhibit for mediation and, if necessary, legally binding arbitration before Conflict Resolution & Conciliation Services (CR†CS).

We have been informed that Title 8.01 Chapter 21.2. Code of Virginia governs mediation, and sets out: definitions; standards, duties, and civil immunity of mediators; confidentiality of the mediation process and exceptions; effect of written agreements and grounds for vacating such agreements. We acknowledge being informed of and receiving a copy of these statutory provisions and agree that these provisions apply to the mediation portion, except as otherwise provided in this agreement.

We have read the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (*ICC Rules*), available at www.Peacemaker.net, which are incorporated into this agreement by reference and which we agree to follow. (We understand that the ICC is not directly involved in this case and has no responsibility for or control over the conciliation process.) In particular, subject to more detailed provisions of the *ICC Rules*, we acknowledge and agree that:

1. A panel of three conciliators will be nominated by CR†CS for our approval to serve as mediators / arbitrators. In the absence of mutual agreement of the parties on appointment of conciliators, appointment shall be as made in accordance with *ICC Rule 10.B*.
2. The conciliators will first attempt to assist us in reaching a voluntary resolution of this dispute through mediation. Their mediation style will be to facilitate effective communication between us, engender understanding between us, draw out the underlying reasons for the dispute, and guide and encourage us toward resolution; foundational to their approach are biblical principles concerning individual responsibility for one’s role in a dispute, consideration of the interests of all impacted by the dispute, and the impact of relationship issues in the existence and resolution of the dispute. If we are unable to agree on a resolution, the conciliators may, at their discretion, issue an advisory opinion, which shall not be legally binding. If we are still unable to agree on a settlement, we agree to proceed to legally binding arbitration.
3. If we proceed to arbitration, a new panel of conciliators shall be appointed to serve as arbitrators, unless all parties unanimously agree to retain the original conciliators; the agreement on whether to use the same conciliators in mediation and arbitration may be made before or after the mediation phase. If one of the appointed conciliators is also functioning as the administrator, communications between parties and the administrator on administrative matters and functions shall not violate *ICC Rule 33*. We will abide by and perform any award rendered by the arbitrators, and agree that such an award may be entered as a judgment of a court of competent jurisdiction. We realize that arbitration will be the exclusive remedy for this dispute and that we may not later litigate these matters in civil court.

4. We understand that neither CR†CS nor any conciliators, including those who happen to be attorneys, will provide us with legal advice or representation, which we could receive from a privately retained attorney. Furthermore, no conciliator, regardless of training or expertise, will be expected to provide any of us with professional or technical advice, which we could receive from an independent professional or technical specialist. Since an agreement signed by the parties as a result of the mediation process will affect the legal rights of the parties, each party may choose to consult independent legal counsel or seek other professional or technical advice at any time during the mediation process and is encouraged to do so. Each party to the mediation should have any draft agreement reviewed by independent counsel prior to signing the agreement.

5. We agree to protect the confidentiality of this process. We acknowledge that we have been specifically informed of the confidentiality provisions of Title 8.01 Chapter 21.2. Code of Virginia and their applicability to the mediation portion. We understand that under Virginia Code Section 63.2-1509 mediators are mandatory reporters of child abuse; information pertaining to suspected child abuse or neglect will not remain confidential. We agree that the confidentiality provisions shall not preclude us from discussing what happens in mediation with their respective spouses, spiritual advisors, or attorneys, and shall not preclude the mediators from consulting with CR†CS staff members or outside experts regarding particular issues or problems related to a case, or, when the mediators deem it appropriate, discussing a case with the church leaders of parties who profess to be Christians. We acknowledge that Rule 16 of the *ICC Rules* applies to the entire process as well as the additional exception embodied in Rule 17 of the *ICC Rules*. Furthermore, we agree to treat all dealings with each other, CR†CS, or the conciliators in regard to this dispute as settlement negotiations, and we agree that all communications made at a mediation/arbitration session, or in connection with the mediation/arbitration with each other, CR†CS, the conciliators, or any other person, shall be confidential, inadmissible in a judicial or administrative proceeding, and not discoverable, except as provided in the applicable statutory provisions and rules noted above or otherwise excepted in this agreement.

6. We agree to instruct any attorney representing us that the attorney shall not, at any time (before, during, or after mediation of this dispute), call a representative of CR†CS or an appointed mediator as an adversarial witness in any legal or administrative proceeding concerning this dispute or the agreement which is produced as a result of this mediation. In the event CR†CS or an appointed conciliator is involved in court proceedings related in any manner to this mediation/arbitration, the parties seeking their involvement shall pay all expenses of CR†CS and the conciliator associated with that involvement including the cost of legal representation.

7. Each party shall pay all their fees and costs of the mediation/arbitration process in accordance with their signed fee agreements and the *ICC Rules*; this allocation shall not preclude a claim by a party for fees costs, and expenses under *ICC Rule 40.C*. should the matter proceed to arbitration. Should one of the parties fail to keep fees, costs and required deposits current, the proceedings shall abate until such fees, costs, and deposits are brought current. Any party may choose to bring another party's fees, costs and deposits current in order to continue the proceedings; in the event that a party advances fees costs or deposits of another party, the amount of such advance shall be considered by the Arbitrators as an additional claim of the party making such advance within the Arbitrators' jurisdiction.

8. This agreement may be executed in counterparts (identical copies bearing one or more signatures), each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

We further agree that any dispute with CR†CS or a conciliator arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *ICC Rules*, and judgment upon an arbitration award may be entered in any court otherwise having jurisdiction.

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

Accepted by _____ (CR†CS) Date _____