



TAX ID # 26-1149500

PRINCE WILLIAM ISLAMIC CENTER

9002 Mathis Ave.

Manassas, VIRGINIA 20110

(703) 330-3556

www.pwicva.org

AGREEMENT TO MEDIATE

We the undersigned parties agree to voluntarily enter the mediation process and understand and consent to the following:

1. Definition of Mediation:

Mediation is a voluntary process in which a mediator facilitates communication between the parties, and without deciding the issues or imposing a solution on the parties enables them to understand and to reach a mutually agreeable resolution to their dispute.

2. Role of the Mediator:

The mediator acts as a facilitator, not an advocate, judge, jury, counselor, or therapist. The mediator assists the parties in identifying issues; reducing obstacles to communication, maximizing the exploration of alternatives, and helping parties reach voluntary agreements.

3. The Mediation Process:

The process will include at a minimum, an opportunity for all parties to be heard, the identification of issues to be resolved, the generation of alternatives for solution, and if the parties so desire, the development of a Memorandum of Understanding or Agreement.

4. Each party agrees not to involve the mediator or the records of this mediation session in any court proceedings and hereby waives any right to sue these parties.

5. Confidentiality:

All memoranda, work products and other materials contained in the case files of a mediator or mediation program are confidential. Any communication made in or in connection with the mediation, which relates to the controversy being mediated, including screening, intake, and scheduling mediation, whether made to the mediator, mediation program staff, to a party, or to any other person, is confidential. However, a written mediated agreement signed by the parties shall not be confidential, unless the parties otherwise agree in writing.

Confidential materials and communications are not subject to disclosure in discovery or in any judicial or administrative proceeding **except:**

- I. Where all parties to the mediation agree, in writing, to waive the confidentiality,
- II. In a subsequent action between the mediator or mediation program and a party to the mediation for damages arising out of the mediation,
- III. Statements, memoranda, materials and other tangible evidence, otherwise subject to discovery, which were not prepared specifically for use in and actually used in the mediation,
- IV. Where a threat to inflict bodily injury is made,
- V. Where communications are intentionally used to plan, attempt to commit, or commit a crime or conceal an ongoing crime,
- VI. Where an ethics complaint is made against the mediator by a party to the mediation to the extent necessary for the complainant to prove misconduct and the mediator to defend against such complaint,
- VII. Where Communications are sought or offered to prove or disprove a claim or complaint of misconduct or malpractice filed against a party's legal representative based on conduct occurring during a mediation,
- VIII. Where communications are sought or offered to prove or disprove any of the grounds listed in 8.01-581.26 in a proceeding to vacate a mediated agreement,
- IX. As provided by law or rule.

6. Substantial Full Disclosure:

In domestic relations cases involving divorce, property, support or the welfare of a child, each party agrees to provide substantial full disclosure of all relevant property and financial information.

7. Legal Advice:

The mediator does not provide legal advice. Parties are encouraged to seek the advice of independent counsel at any time. Any mediated agreement may affect the legal rights of the parties. Each party to the mediation should have a draft agreement reviewed by independent counsel prior to signing the agreement.

8. Fees and Cost of Mediation:

It is agreed that the Mediation Agreement Fee is One Thousand Dollars and 00/100 (**\$1,000.00 to be paid up front to Prince William Islamic Center**). The mediation fee is for preparing the Mediation Agreement Draft up to 10.00 hours of work. Any additional time beyond the initial 10 hours shall be charged at \$125.00 per hour paid by both parties.

“Wife” _____ Date _____ “Husband” _____ Date _____

Mediator: Mohamed Hassan,
PhD
Prince William Islamic Center

Petitioner Attorney _____ Date _____ Respondent Attorney _____ Date _____