



CNMI DEPARTMENT OF LABOR



A D M I N I S T R A T I V E
H E A R I N G O F F I C E



1331 Ascencion Dr., PO Box 10007, Saipan MP, 96950 (670) 664-3291 hearing@dol.gov.mp labor.cnmi.gov

MEDIATION AGREEMENT FORM

Instructions: If the parties would like to resolve their dispute by mediation, the parties must submit a completed form to the Administrative Hearing Office.

Case Name: _____ Case #: _____

The undersigned parties agree to engage in mediation in an effort to resolve issues raised before the Administrative Hearing Office.

- 1. Voluntariness.** The parties voluntarily agree to mediate the above-stated case. The parties understand that mediation may be terminated at any time by either party or the mediator.
- 2. Timeliness.** The parties and participants, including settlement authorities, agree to make themselves available to mediate the case and finalize any settlement agreement without delay.
- 3. Availability.** Although the Administrative Hearing Office cannot guarantee the mediation will occur as the parties' requested, to facilitate this process, the parties provide the following information:

Estimated length of time necessary for mediation: _____

Available dates within the next 45 days for the mediation:

Party 1: _____

Party 2: _____

- 4. Parties' Responsibilities.** The parties agree to come to mediation prepared and with the necessary settlement authority. The parties agree to participate in mediation in good faith.
- 5. Neutrality and Role of Mediator.** The parties understand that the mediator has no authority to decide the case and is not acting as a judge, advocate, or attorney for any party. The parties understand that the mediator acts as a facilitator to help the parties reach their own settlement on mutually acceptable terms.
- 6. Right to Representation.** The parties understand that they have a right to have a representative assist them during the mediation process, at their own cost.
- 7. Confidentiality during Mediation:** It is understood that for mediation to work, open and honest communications are essential. Accordingly, the parties and any other

participants, agree to keep all written and oral communications, negotiations, and statements made during mediation confidential. The participants will not voluntarily testify or disclose communications made by the participants during the joint sessions of the mediation. The participants' nondisclosure will not extend to violations of the law for which confidentiality cannot be assured.

8. **No Recording.** The parties and participants agree mediation sessions will not be recorded, and no transcripts will be produced of mediation sessions.
9. **Legal Obligations, Settlement, and Enforcement of Terms.** No party shall be bound by anything said or done at the mediation unless a settlement is reached and executed by all necessary parties. The parties fully understand, acknowledge, and agree that if a fully executed settlement agreement is reached because of this mediation, they may request that the Administrative Hearing Officer having continuing jurisdiction to enforce the settlement. No settlement is final until it is reviewed and approved by the Administrative Hearing Officer.
10. **Acknowledgment, Understanding, and Agreement:** By signature below, we acknowledge we have read, understand, and agree to the terms of this Agreement.

Party 1 (Print and Sign)

Date

Party 1 Attorney/Representative (Print and Sign)

Date

Party 2 (Print and Sign)

Date

Party 2 Attorney/Representative (Print and Sign)

Date