This is an agreement between the following participants:

The participants and mediator(s) understand and agree as follows:

1. The participants named above are participating in this mediation voluntarily. The participants hereby retain the mediators and the Campus Mediation Program to help facilitate communication among the participants.

2. The mediators are neutral facilitators; they have no personal affiliation with any of the parties, and they have no financial interest in the outcome of this mediation. The mediators do not act in any capacity whatsoever as the personal or legal representative, or advocate, of any party, and the mediators do not have any authority to impose a decision on the parties.

3. The participants and mediators agree that information exchanged during the mediation is confidential and shall not be disclosed to individuals who are not participants in the mediation session or part of the Campus Mediation Program, during and/or after the mediation without the permission of the parties. The participants and mediators further agree that they have read the provisions of Chapter 2 of Division 9 of the California Evidence Code (attached) and acknowledge and agree that such provisions apply to this mediation. Notwithstanding the above, however, the participants understand and agree that the mediators may disclose information elicited or provided in the mediation, if such information indicates that child/elder abuse or neglect is occurring, or that an individual poses a serious risk of violence to him/herself or another person.

4. The mediators may assist the participants in drafting a written contract, if an agreement is reached in mediation and the participants determine a written contract is necessary. The mediators will not offer the parties any legal advice concerning the fairness or reasonableness of the terms of the agreement. With the consent of all parties, this agreement can become binding and the agreement may be disclosed to others for the purpose of enforcing the agreement.

5. The parties have the right to consult with legal counsel at any time during the mediation, including prior to signing any mediation agreement.
6. The parties understand that because the mediation is voluntary, any party or the mediator(s) may end it at any time. The parties and mediators understand and agree that whether a mediation is terminated prior to an agreement being reached, or after an agreement is reached, the parties and the mediators must abide by the confidentiality obligations set forth in Section (3) above.

7. The parties are expected to come to the table in good faith and openly discuss the issues of the dispute.

8. Each of the participants hereby waives any and all claims upon The Regents of the University of California, its officers, agents, and employees and the mediators, which might arise out of the mediation process or the agreements reached in the mediation.

9. The participants further agree that they will not subpoena any of the mediators or staff of the Campus Mediation Program or any of the mediation documents in any administrative or legal proceeding.

10. This Agreement states the entire understanding and agreement between the participants and the mediators with respect to its subject matter. This Agreement may be modified, or any provision waived, only by a signed written agreement of the affected individuals.

11. Should any provision of this Agreement be declared illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining terms of the Agreement shall not be affected.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which constitute one, entire Agreement.

Dated this ___ day of ________________, 200__

Participant ____________________________________________
Participant ____________________________________________
Participant ____________________________________________
Participant ____________________________________________
Mediator ______________________________________________
Mediator ______________________________________________
CALIFORNIA EVIDENCE CODE SECTION 1115-1128

1115. For purposes of this chapter:
   (a) "Mediation" means a process in which a neutral person or persons facilitate communication between the disputants to assist them in reaching a mutually acceptable agreement.
   (b) "Mediator" means a neutral person who conducts a mediation. "Mediator" includes any person designated by a mediator either to assist in the mediation or to communicate with the participants in preparation for a mediation.
   (c) "Mediation consultation" means a communication between a person and a mediator for the purpose of initiating, considering, or reconvening a mediation or retaining the mediator.

1116. (a) Nothing in this chapter expands or limits a court's authority to order participation in a dispute resolution proceeding. Nothing in this chapter authorizes or affects the enforceability of a contract clause in which parties agree to the use of mediation.
   (b) Nothing in this chapter makes admissible evidence that is inadmissible under Section 1152 or any other statute.

1117. (a) Except as provided in subdivision (b), this chapter applies to a mediation as defined in Section 1115.
   (b) This chapter does not apply to either of the following:
       (1) A proceeding under Part 1 (commencing with Section 1800) of Division 5 of the Family Code or Chapter 11 (commencing with Section 3160) of Part 2 of Division 8 of the Family Code.
       (2) A settlement conference pursuant to Rule 222 of the California Rules of Court.

1118. An oral agreement "in accordance with Section 1118" means an oral agreement that satisfies all of the following conditions:
   (a) The oral agreement is recorded by a court reporter, tape recorder, or other reliable means of sound recording.
   (b) The terms of the oral agreement are recited on the record in the presence of the parties and the mediator, and the parties express on the record that they agree to the terms recited.
   (c) The parties to the oral agreement expressly state on the record that the agreement is enforceable or binding or words to that effect.
   (d) The recording is reduced to writing and the writing is signed by the parties within 72 hours after it is recorded.

1119. Except as otherwise provided in this chapter:
   (a) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
(b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.

1120. (a) Evidence otherwise admissible or subject to discovery outside of a mediation or a mediation consultation shall not be or become inadmissible or protected from disclosure solely by reason of its introduction or use in a mediation or a mediation consultation.

(b) This chapter does not limit any of the following:

(1) The admissibility of an agreement to mediate a dispute.

(2) The effect of an agreement not to take a default or an agreement to extend the time within which to act or refrain from acting in a pending civil action.

(3) Disclosure of the mere fact that a mediator has served, is serving, will serve, or was contacted about serving as a mediator in a dispute.

1121. Neither a mediator nor anyone else may submit to a court or other adjudicative body, and a court or other adjudicative body may not consider, any report, assessment, evaluation, recommendation, or finding of any kind by the mediator concerning a mediation conducted by the mediator, other than a report that is mandated by court rule or other law and that states only whether an agreement was reached, unless all parties to the mediation expressly agree otherwise in writing, or orally in accordance with Section 1118.

1122. (a) A communication or a writing, as defined in Section 250, that is made or prepared for the purpose of, or in the course of, or pursuant to, a mediation or a mediation consultation, is not made inadmissible, or protected from disclosure, by provisions of this chapter if either of the following conditions is satisfied:

(1) All persons who conduct or otherwise participate in the mediation expressly agree in writing, or orally in accordance with Section 1118, to disclosure of the communication, document, or writing.

(2) The communication, document, or writing was prepared by or on behalf of fewer than all the mediation participants, those participants expressly agree in writing, or orally in accordance with Section 1118, to its disclosure, and the communication, document, or writing does not disclose anything said or done or any admission made in the course of the mediation.

(b) For purposes of subdivision (a), if the neutral person who conducts a mediation expressly agrees to disclosure, that agreement also binds any other person described in subdivision (b) of Section 1115.
1123. A written settlement agreement prepared in the course of, or pursuant to, a mediation, is not made inadmissible, or protected from disclosure, by provisions of this chapter if the agreement is signed by the settling parties and any of the following conditions are satisfied:

(a) The agreement provides that it is admissible or subject to disclosure, or words to that effect.

(b) The agreement provides that it is enforceable or binding or words to that effect.

(c) All parties to the agreement expressly agree in writing, or orally in accordance with Section 1118, to its disclosure.

(d) The agreement is used to show fraud, duress, or illegality that is relevant to an issue in dispute.

1124. An oral agreement made in the course of, or pursuant to, a mediation is not made inadmissible, or protected from disclosure, by the provisions of this chapter if any of the following conditions are satisfied:

(a) The agreement is in accordance with Section 1118.

(b) The agreement is in accordance with subdivisions (a), (b), and (d) of Section 1118, and all parties to the agreement expressly agree, in writing or orally in accordance with Section 1118, to disclosure of the agreement.

(c) The agreement is in accordance with subdivisions (a), (b), and (d) of Section 1118, and the agreement is used to show fraud, duress, or illegality that is relevant to an issue in dispute.

1125. (a) For purposes of confidentiality under this chapter, a mediation ends when any one of the following conditions is satisfied:

(1) The parties execute a written settlement agreement that fully resolves the dispute.

(2) An oral agreement that fully resolves the dispute is reached in accordance with Section 1118.

(3) The mediator provides the mediation participants with a writing signed by the mediator that states that the mediation is terminated, or words to that effect, which shall be consistent with Section 1121.

(4) A party provides the mediator and the other mediation participants with a writing stating that the mediation is terminated, or words to that effect, which shall be consistent with Section 1121. In a mediation involving more than two parties, the mediation may continue as to the remaining parties or be terminated in accordance with this section.

(5) For 10 calendar days, there is no communication between the mediator and any of the parties to the mediation relating to the dispute. The mediator and the parties may shorten or extend this time by agreement.

(b) For purposes of confidentiality under this chapter, if a mediation partially resolves a dispute, mediation ends when either of the following conditions is satisfied:

(1) The parties execute a written settlement agreement that partially resolves the dispute.

(2) An oral agreement that partially resolves the dispute is reached in accordance with Section 1118.
(c) This section does not preclude a party from ending a mediation without reaching an agreement. This section does not otherwise affect the extent to which a party may terminate a mediation.

1126. Anything said, any admission made, or any writing that is inadmissible, protected from disclosure, and confidential under this chapter before a mediation ends, shall remain inadmissible, protected from disclosure, and confidential to the same extent after the mediation ends.

1127. If a person subpoenas or otherwise seeks to compel a mediator to testify or produce a writing, as defined in Section 250, and the court or other adjudicative body determines that the testimony or writing is inadmissible under this chapter, or protected from disclosure under this chapter, the court or adjudicative body making the determination shall award reasonable attorney's fees and costs to the mediator against the person seeking the testimony or writing.

1128. Any reference to a mediation during any subsequent trial is an irregularity in the proceedings of the trial for the purposes of Section 657 of the Code of Civil Procedure. Any reference to a mediation during any other subsequent noncriminal proceeding is grounds for vacating or modifying the decision in that proceeding, in whole or in part, and granting a new or further hearing on all or part of the issues, if the reference materially affected the substantial rights of the party requesting relief.