

**New Jersey Government Records Council  
 Agreement to Mediate  
 GRC Complaint No. 20XX-XX**

By participating in mediation, I/we agree:

1. To engage in a good faith effort to resolve the above referenced complaint filed with the Government Records Council (“GRC”) concerning access to records or related matters described in the Complaint;
2. That I will abide by any procedural rules set forth by the mediator. Such rules may include the establishment of a timetable for completion of mediation and/or phases of the mediation, a requirement that the parties periodically reduce settled issues to writing, a requirement that the parties personally meet with the mediator at a mutually convenient time and place and such other reasonable procedural rules deemed by the mediator to facilitate the mediation process.
3. That all discussions and documents arising during mediation are confidential unless otherwise legally obtainable. Documents provided in mediation cannot be used in a GRC hearing or appeal from a GRC determination unless those documents are public records or the party with control over the documents consents to their use in such a proceeding. Conversations with the mediator or with the other party during mediation will not constitute statements that can be used in a later GRC hearing or appeal from a GRC determination;
4. That I will not subpoena the mediator to testify or to produce any mediation materials whatsoever following the mediation. I acknowledge that the mediator will not testify on behalf of any party in any pending or future administrative or judicial proceeding, or disclose any information obtained during mediation unless the parties expressly consent to such disclosure, or unless law or court order requires disclosure. I further agree that the mediator will be held harmless for any claim arising from the mediation process;
5. That the mediation session will not be recorded (either video or audio) and that no transcript of the session will be produced;
6. That the mediator will not decide who is right or wrong, and that I shall not ask the mediator to act as my advocate. I acknowledge that the mediator will try to help the parties reach their own resolution of this dispute by encouraging discussion; however, if the mediator determines that the mediation process is no longer productive the mediator may unilaterally terminate said mediation and refer the matter back to the GRC for further processing;
7. That when a settlement is reached, it shall be put in writing and signed, and shall be binding upon all parties to the agreement. A copy shall be provided to the GRC. If the complaint is not resolved during mediation, the complaint will be transferred to the GRC for further processing.

The parties to this agreement, whose names and signatures appear below, are the only persons authorized to participate in the mediation process. The principal’s representative, if any, affirms that he/she is authorized to act by, and on behalf of, the principal;

8. Notwithstanding any provisions to the contrary contained herein, I expressly waive any privilege or right to confidentiality with respect to any and all requested record(s) disclosed during the course of the mediation process. I understand that I am granting this waiver for the sole purpose of assisting the GRC in post-mediation complaint adjudication, if any.

<input type="checkbox"/> YES, I want to participate in mediation.	<input type="checkbox"/> NO, I do not want to participate in mediation.
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Name of Principal (Please Print)	Signature	Date
<input type="checkbox"/> I am the Complainant <input type="checkbox"/> I am the Custodian		

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Name of Legal Representative (Please Print)	Signature	Date
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Name of Representative (Please Print)	Signature	Date
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