



## COLLABORATIVE RESOLUTIONS GROUP

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### **AGREEMENT TO MEDIATE**

We, the undersigned parties, each seek the services of Collaborative Resolutions Group (CRG) to assist us in resolving the issues in dispute between us. CRG is working with the Hampshire County Probate and Family Court to provide these services under the Family Resolutions Specialty Court (FRSC) program.

We acknowledge that the mediator does not represent either of us as an attorney and that we have been advised by CRG that we should each obtain independent legal counsel before executing any agreement drafted during the course of mediation. Further, we understand that we may each consult our respective attorneys or any other professional who might assist us in understanding our rights and options at any time during the mediation process.

We agree to try to reach an agreement with each other through mediation, and we recognize that we need to operate and abide by the same set of rules.

We therefore agree:

- 1) If we have children, we will attempt to resolve our differences by considering what would be in our children's best interests.
- 2) We understand that if we are in the process of divorce, this mediation process is based on the full disclosure by both of us of all relevant financial information, such as property appraisals, documentation of all assets and liabilities, income records, prior tax returns, etc. We will provide each other with full and complete information about our individual and joint business and property interests, in a timely manner, in order that we can both fully understand the choices that we will need to make. We understand that if either of us believes the other has not complied with the requirements for full disclosure, mediation will be terminated and any decisions reached will be invalidated.
- 3) We understand that if we are in the process of divorce Massachusetts divorce law would require that neither of us liquidate, dispose of, encumber or otherwise alter the marital assets except for reasonable living and business expenses once we file for divorce, regardless of whose name the assets are listed under. Although we are choosing to mediate before filing, we agree to abide by this same principle. If we were never legally married, we understand that CRG is encouraging both of us not to liquidate, dispose of, encumber, or otherwise alter the assets we acquired during the course of our relationship, regardless of whose name the assets are listed under, except for reasonable living and business expenses.
- 4) Either or both of us may withdraw from this mediation process at any time and for any reason.

**CRG AGREEMENT TO MEDIATE, cont.**

5) Confidentiality:

- We understand that anything said or provided in writing to the CRG Case Coordinator or Mediator (including all intake information, mediator notes and other work products) will be privileged and confidential and not subject to disclosure in any legal, judicial or administrative proceeding. (Mass. Confidentiality Statute for Mediators, M.G.L. Chapter 233, section 23C)
- Statistical data may be used in program reports or for training purposes when presented without identifying information (i.e., names, contact information or other identifying information).
- Exceptions: CRG will report threats of harm to self or others, allegations of child or elder abuse to the appropriate authorities. In FRSC, in accordance with the FRSC Consent to Participate that we both have signed, the Mediator may, with our joint permission, release specific, limited information to the FRSC Team and the Judge. CRG may also, in special circumstances when for the benefit of one or both parties or their children and only with the permission of both parties, release specific, limited information.
- Online mediations: If the mediation session is being conducted via an on-line platform (such as Zoom, FaceTime, etc.) or by phone, we understand that CRG and the Mediator will continue to comply with the parameters for confidentiality set forth in #5 above, but that CRG and the Mediator will have no control over collection of data by the proprietors of the on-line platform. **We have reviewed CRG’s Participant Guidelines for CRG Online Mediation Services, and agree to follow those Guidelines**, particularly as they relate to privacy (no other persons present, not recording the session, disclosing information about others who may enter the space, etc.). We are aware that there are inherent risks in downloading this on-line platform onto our computer or device, we have been provided with some information about those risks (see Guidelines), and we have agreed to go forward with mediation on this platform. We agree to not hold Collaborative Resolutions Group responsible for any security breach not directly in their control.

6) Should we fail to reach an agreement, we will not subpoena or summon the mediator or the mediator's documents in any legal, judicial or administrative proceeding. We further agree that any party who violates this clause shall indemnify CRG and the mediator for all costs of any kind resulting from that party's violation.

7) We understand that no interim or final agreement is enforceable by a court until and unless made part of a court temporary order or judgment.

**Signatures:**

Parties

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Collaborative Resolutions Group

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Revised 12/7/20*