



Video Conferencing Addendum to the Mediation Agreement:

ONLINE MEDIATION GUIDELINES AND GROUND RULES

We, the undersigned parties, acknowledge and agree to the following:

Technology

1. Zoom Video-Conferencing Platform. We understand that the mediators at Conflict to Peace use the online platform provided by Zoom.us to conduct online mediation sessions. We agree that we will download and install the software and/or apps from Zoom.us, well in advance of our first scheduled mediation session. We will only need to download the “Zoom Client” under the “Resources” tab on the Zoom landing page, or, or we may choose to establish a free Personal Use Plan with Zoom. Once we have downloaded the required software and/or apps, **we agree to familiarize ourselves with the operation of Zoom so that we are able to operate the system and participate in our mediation sessions.** Zoom has tutorials available at <https://support.zoom.us>.
2. Secure Document Transmission. We understand that our mediators use Sync.com as a secure platform for storing and transmitting our personal documents and information related to our online mediation process. We agree to utilize Sync.com to send and receive all documents related to our online mediation process. We understand we will be provided links to submit or access documents. Opening a Sync.com account is not necessary. More information can be found at <https://www.sync.com>.
3. Payment Provisions. We understand that all payments due in accordance with the Fee Agreement will be processed electronically, unless arranged otherwise before the session takes place. Conflict to Peace uses www.paypal.com for the processing of all credit card payments. We agree to make advance deposits to cover the anticipated duration of sessions at least one full (24 hour) business day before the scheduled session.
4. Secure WiFi or Ethernet Connection. We understand that we will need a strong and secure WiFi or Ethernet (hard-wired) connection for our computers or mobile devices. **We will NOT use a public access WiFi connection**, such as those available in public spaces and businesses, as they are not secure and our information may be at risk in that situation. In addition, a strong internet

connection is vital to the proper function of online video-conferencing. A poor connection will result in technical issues that will significantly disrupt our process.

Confidentiality and Privacy

5. **Online Security of Personal Information.** We understand that: 1) Conflict to Peace and its mediators will act diligently to protect our personal information, and 2) that the online platforms that Conflict to Peace uses for sending and receiving information have implemented security measures designed to protect our personal information from unauthorized access, use, or disclosure. No method of data storage or data transmission over the internet, however, is guaranteed to be completely secure. Our use of these platforms, and any personal information that we transmit over the internet, is at our own risk. **Conflict to Peace cannot guarantee that our information will not be intercepted by a third party, and cannot be responsible for any such interception, use or disclosure of information.**
6. **Privacy and Confidentiality.** We understand that **only parties (and any other participants) who have executed these Online Mediation Guidelines and Ground Rules, and the attached Agreement to Mediate, may be present in the same rooms used by parties during any online mediation session. We must confirm that we are alone in the room and that we cannot be overheard.**
7. **Absolute Prohibition on Recording.** The parties understand that **we, or anyone acting on our behalf, may NOT audio or video record any mediation session or any portion of the session, under any circumstances. In the event that we learn of an audio or video recording of any session, we will take immediate measures to destroy the recording and will not transmit the recording to any third party. In addition, we agree that we will not transmit a live or deferred video or audio relay of the online mediation sessions to any third party.**

Best Practices and Troubleshooting

8. **Interruption Free Zone.** We agree to take all reasonable measures to ensure that we are not interrupted during our online mediation sessions. This includes notifying family and friends of our unavailability, arranging for appropriate child care, not scheduling anything within one hour of our mediation sessions, etc.
9. **Technology Hiatus.** Except for the computer or mobile device upon which we are conducting our online mediation session, we agree to turn off or silence any phones, tablets or computers, and disable any alert announcements and/or texts for the duration of our online mediation sessions. We also agree to refrain from the use of social media, email and/or internet search engines, other than as may be necessary to conduct the session, during our online mediation sessions.

10. Early Log On. The parties agree to log on to the scheduled mediation session no less than 5 minutes in advance of the scheduled start time so that we may resolve any technology issues, and the mediation session can start on time.
11. Waiting Room. We understand that, in order to preserve the neutrality of the mediator(s), under all circumstances, we will enter the meeting each time we log on in a “virtual waiting room” until all parties have arrived. Once all parties are logged on and in a waiting room, we will be admitted into the meeting by our mediator(s). If all parties are not signed in to the waiting room 5 minutes after the scheduled start time for our mediation session, the mediator will admit all parties who have signed in, so that a determination can be made as to how to proceed.
12. Technology Failure Protocol. We understand that despite all best efforts, at times technology may not operate properly, and a scheduled online mediation session may not commence on time, or may be interrupted. If we are unable to join a scheduled mediation session, we will immediately **call our mediator using the dial in number for the conference listed on our email invitation to the Zoom mediation session** to discuss how to proceed. If our connection to the meeting is interrupted, we will attempt to log on again. If we are unable to log back in, we will call our mediator using the above method. In either case, if we are unable to access the mediator though the dial in process, we will immediately e-mail our mediator at the email contact provided in our invitation. In the event that the technology issues cannot be resolved in reasonable time, the online mediation session will be canceled and rescheduled as soon as possible.
13. Respectful Online Communication. We understand that, due to the nature of the online forum, it is especially important to allow each participant to finish their comment or statement before responding. In addition, the online format can amplify and exaggerate sound so maintaining a regular speaking voice is important. Additionally, the camera does not always transmit hand gestures or non-verbal cues, so it is important to verbalize all communication during an online mediation session.

This document may be signed in counterparts.

Acknowledged and Agreed:

_____ Date _____

_____ Date _____

Accepted by _____ Date _____
 (Conflict to Peace representative)