

PROJECT MANAGEMENT INSTITUTE

# PMI CONFLICT RESOLUTION PROGRAM

## For PMI Chapters

November 2014

Conflict Resolution Program Manual for the maintenance of PMI Chapters. This manual does not address the maintenance of PMI Communities of Practice. This manual is subject to update and annual revision. Any updates made prior to annual revision shall be communicated and available as addenda to this manual.

# Project Management Institute's Conflict Resolution Program

## Summary

### **Purpose**

The purpose of Project Management Institute's (PMI) Conflict Resolution Program (the "Program") is to resolve quickly and fairly any disputes that may arise between or among PMI Chapters and/or members within a PMI Chapter ("Disputes"), providing support to volunteer leaders in instances of perceived conflict. Per the PMI Charter Agreement, Section 14, entitled "Agreement Dispute Resolution", Chapters agree to submit disputes for resolution through the PMI Conflict Resolution Program that they cannot resolve themselves and that this is the sole method for resolution unless PMI consents to resolution outside the Program or enforcement of such requirements is prohibited by law.

The PMI Conflict Resolution Program provides for a multi-tiered dispute resolution process consisting of (1) efforts by the parties to resolve the dispute themselves; (2) facilitation by a senior chapter volunteer; (3) facilitation by a Region Mentor (RM); (4) facilitation by a trained staff member of the Chapter Development Department (CDD); (5) mediation of the dispute by a PMI Volunteer trained in mediation and conflict resolution; and (6) binding arbitration of the dispute.

Disputes eligible for this Program include, but are not limited to, those arising from the nominations, elections and removal of officers.<sup>1</sup> Ineligible disputes include, but are not limited to, those arising from any disagreements involving governing, policy or procedure documents and the interpretation of the aforementioned documents, which should be resolved at the chapter level, with the chapter board having final authority.

### **Section 1. PURPOSE**

The purpose of the Conflict Resolution Program is to help Chapters reduce unproductive conflict as much as possible and resolve conflicts quickly so the mission of the Chapter can be accomplished as effectively and efficiently as possible. Early resolution of disputes is cost effective and beneficial to all involved.

### **Section 2. PROGRAM OVERSIGHT**

The CDD has overall responsibility for the Conflict Resolution Program including policy, Program development and evaluation. The CDD, with consultation from PMI's Legal Department, shall resolve any disputes regarding the interpretation and applicability of these procedures.

### **Section 3. PROGRAM SCOPE**

The Program applies to all disputes between or among [Chapters and/or members of Chapters (the "Disputes")].

### **Section 4. CONFLICT RESOLUTION PROCESS**

Upon notification by parties of a Dispute, the CP will facilitate a discussion between the parties to attempt to resolve the dispute. The facilitated discussion will be scheduled within thirty (30) days from notification to CDD of the Dispute. If the dispute is resolved during that discussion, the CDD staff member (with the assistance of PMI Legal), with the parties, shall prepare an agreement describing the resolution and the parties and CDD staff member will sign the agreement.

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<sup>1</sup> This program is not intended to resolve complaints regarding PMI and/or PMI staff. Any such complaints are governed by the PMI Grievance Policy. This Program is intended to resolve disputes relating only to individuals in their volunteer/member role within a Chapter and is not intended to resolve any employment-related issues between the Chapter and any of its employees (to the extent Chapter has any employees).

## **Section 5. THE MEDIATION PROCESS (See Appendix A for detailed process)**

### **5.1. The Objective of the Mediation**

The mediation process is informal and intended to result in a binding agreement if the parties reach a mutually satisfactory resolution. Each party is provided with an opportunity to present its side of the dispute. Through joint meetings and confidential discussions with each side, the mediator will test positions and clarify objectives, as well as encourage new perspectives and mutually beneficial resolution options. The mediation process is spelled out in more detail at Appendix A to these Procedures.

### **5.2. Initiating Mediation**

If a Dispute has not been resolved after facilitated discussion, any party may request mediation by submitting to the CDD a completed Request for Mediation.

### **5.3 Scheduling the mediation**

Within fifteen (15) business days following appointment of the mediator, the CDD shall endeavor to schedule a preliminary conference call, the purpose of which is to:

- Answer any questions about the mediation process;
- Complete necessary document or information exchange;
- Confirm who is expected to participate in the mediation;
- Discuss the preparation of a short pre-mediation statement;
- Schedule the mediation; and
- Complete arrangements for the mediation to be held in a manner that is appropriate under the circumstances (e.g., in person, by video-conference).

Every effort will be made to conduct the mediation within thirty (30) days of the conference call and to complete the mediation within one day. Thus, with the full cooperation of the parties, the entire process from filing to resolution should be completed within 75 days.

### **5.4 Responsibilities**

- a. Initiator shall:
  - i. Execute the mediation agreement;
  - ii. Mediate in good faith;
  - iii. Cooperate in good faith and abide by the terms set forth in the mediation agreement and at the beginning of mediation;
  - iv. Inform the CDD if any special accommodations, such as auxiliary aids, interpreters, etc., are needed;
  - v. Maintain the confidentiality of the mediation process; and
  - vi. Abide by the provisions of the settlement agreement after signatures and concurrences.
  
- b. Respondent shall:
  - i. Execute the mediation agreement;
  - ii. Mediate in good faith;
  - iii. Cooperate in good faith and abide by the terms set forth in the mediation agreement and at the beginning of mediation;

- iv. Inform the CDD if any special accommodations, such as auxiliary aids, interpreters, etc., are needed;
  - v. Maintain the confidentiality of the mediation process;
  - vi. Have the authority to speak for the chapter or be able to contact a decision maker, as necessary, if respondent will be making decisions on behalf of the chapter; and
  - vii. Abide by the provisions of the settlement agreement after signatures and concurrences.
- c. The Chapter shall:
- i. Encourage the use of this conflict resolution process to resolve disputes;
  - ii. Amend its governing documents, if necessary, to adopt these procedures, as well as amend its election procedures, membership forms and other applicable policies and procedures to require compliance with these procedures, and obtain legal counsel to ensure that the amended documents are in compliance with all laws in the country in which the chapter is located;
  - iii. Obtain agreement of all existing chapter members to abide by these procedures;
  - iv. Request dispute prevention or resolution services at the earliest possible time in a conflict;
  - v. Seek guidance from CDD or the PMI legal department as needed;
  - vi. Provide for administrative services for mediations, such as space and access to equipment; and
  - vii. Maintain the confidentiality of the mediation process.
- d. The Mediator shall:
- i. Serve as a neutral third party trained in dispute resolution;
  - ii. Assist parties in reaching mutually-agreed-upon resolutions to disputes;
  - iii. Terminate mediation when it becomes apparent that continued efforts to resolve the matter through the mediation process will be unsuccessful;
  - iv. Advise disputants of the mediation process, rules of confidentiality, and terms;
  - v. Ensure disputing parties understand the mediator has no authority to make decisions nor is (s)he acting as an advocate for any party;
  - vi. Maintain the confidentiality of the mediation process;
  - vii. Consult with appropriate officials, as needed, for technical assistance to clarify issues or resolve concerns;
  - viii. Assist disputants in drafting the mutually acceptable Settlement Agreement;
  - ix. Forward the draft Settlement Agreement to CDD who will forward it to PMI's Legal Department for preliminary clearance or clarification and revision if necessary;
  - x. Obtain signatures from disputants to cleared and/or revised Settlement Agreement;
  - xi. Tell parties the Settlement Agreement will be binding when all signatures are obtained;
  - xii. Ask each participant to complete an evaluation form at the end of the mediation;
  - xiii. Issue Termination of Mediation notices to disputants if mediation concludes with a partial settlement or no settlement and provide the CDD a copy of the notice.
  - xiv. Agree to adhere to the applicable provisions of the Model Standards of Conduct for Mediators issued jointly by the American Arbitration Association, the American Bar Association and the Association for Conflict Resolution.

e. The CDD shall:

- i. Oversee policy and Program development, direction and evaluation, in collaboration with PMI's Legal Department;
- ii. Advise the Legal Department of all disputes and work collaboratively with the Legal Department to determine the best approach for resolving each dispute;
- iii. Maintain the confidentiality of all initial contacts except when there is a risk or threat of violence;
- iv. Provide coaching and consultation on conflict management and prevention upon request;
- v. Assist initiators and respondents in making decisions about using mediation or other conflict resolution services;
- vi. Fully explain the process of mediation and what is meant by confidentiality and good faith;
- vii. Recommends to CDD if dispute is appropriate for mediation;
- viii. Process all requests for mediation by:
  - (a) Contacting the initiating and responding parties, notifying the responding party of the purpose of requested mediation, identifying the appropriate participants for mediation, assuring the appropriate decision makers can either participate in the mediation or be available for consultation and ratification of decisions and obtaining their voluntary agreements to mediation;
  - (b) Informing PMI's Legal Department;
  - (c) Scheduling the mediation;
  - (d) Ensuring that administrative services, including place and time of mediation, adequate room set-up or videoconference set-up, access to e-mail, telephone, fax and any needed accommodations for participants with disabilities, are in place and communicated to mediators and participants;
  - (e) Arranging for a mediator from a pool of trained Volunteer mediators and ensuring they have all applicable forms and contact numbers prior to mediation;
  - (f) Arranging travel and associated reimbursement for mediators;
  - (g) Arranging for PMI's Legal Department staff coverage for draft agreement review;
  - (h) Ensuring all mediators obtain PMI Legal Department review and clearance on draft settlement agreements and that all required revisions are made before parties agree to and sign the settlement agreement; and
  - (i) Maintain confidentiality of conflict resolution files, contacts and process.

f. The RM shall:

- i. Serve as a neutral third-party;
- ii. Provide guidance to parties from senior volunteer perspective;
- iii. Advise parties as to how conflict affects the chapter, its members and the board of directors;
- iv. Advise parties to document all interactions, develop a communications and timeline of events;
- v. Perform a "root cause analysis", recommending to the CDD and parties involved if the Dispute is eligible for the Program, Ethics Review or neither;
- vi. Review "Guidelines for the Conduct of PMI Chapter Leaders and Volunteer" document with both parties, and have then sign document, if deemed necessary;
- vii. Review each parties' documentation (timeline of events, communication log, etc.) for completeness prior to forwarding to CDD, if resolution is not agreed upon.

### **5.5 Exchange of information**

Each party may submit documents it feels are helpful to the mediator to resolve the dispute, and may inform the CDD of any additional documents in the possession of the other party which should be provided. Copies or a list of all documents provided to the CDD and the mediator shall be provided to each party. Documents or witnesses not disclosed will not be considered during the mediation unless by agreement or at the discretion of the mediator where the new information is essential to the resolution of the dispute.

### **5.6 Legal representation and use of experts**

Parties do not need a lawyer or outside experts, and are encouraged not to incur the expense. However, lawyers and experts can participate in the mediation. Their participation at the mediation session should be disclosed at the Preliminary Conference.

The attorney or other representative must agree to sign a confidentiality agreement and must agree not to interfere with the mediator's conducting of the meeting. If the mediator feels that a party's representative is hindering the process, the mediator may restrict the representative's involvement or dismiss them from the meeting.

### **5.7 Confidentiality**

The mediation is a settlement discussion. All offers, promises, conduct and statements, whether oral or written, by anyone at any time before, during and after the mediation, and any documents created for the mediation, are confidential and privileged and shall neither be discoverable, admissible, nor used for any purpose, including impeachment, in any pending or subsequent arbitration, litigation or administrative proceeding. Evidence that is otherwise discoverable or admissible will not be rendered non-discoverable or inadmissible as a result of its use in the mediation.

### **5.8 Disqualification of CDD and the Mediator**

The parties to the mediation shall not call staff of the CDD or the mediator as a witness or expert, and each such individual shall be disqualified as a witness or expert in any pending or subsequent arbitration, litigation or administrative proceeding relating to the dispute that is the subject of the mediation.

### **5.9 Exclusion of liability**

Neither PMI, the staff members of CDD, any other employees, the mediator shall nor will the RM be liable to any party for any act or omission in connection with any conflict resolution services or mediation conducted under these procedures.

### **5.10 Costs and fees**

Each party will pay its own out-of-pocket expenses, including the fee of any attorney representing the party. There is no cost to the parties for PMI's mediation services.

## **Section 6. ARBITRATION PROCESS**

### **6.1 Commencement of arbitration**

If a Dispute is not resolved after duly following the procedures in Sections 1 through 5 above, then any party to the Dispute may submit a Request for Arbitration, and the Dispute shall be settled by binding arbitration by a single arbitrator in accordance with the rules of the American Arbitration Association for disputes involving parties within North America and the International Center for Dispute Resolution for disputes involving at least one party located outside of North America. The parties should familiarize themselves with the rules that will apply to the arbitration, to understand their rights and responsibilities, and may want to obtain counsel.

## 6.2 Scope of arbitration

If there is any dispute concerning the terms of these Procedures, including the validity thereof, such dispute shall also be determined by the arbitrator.

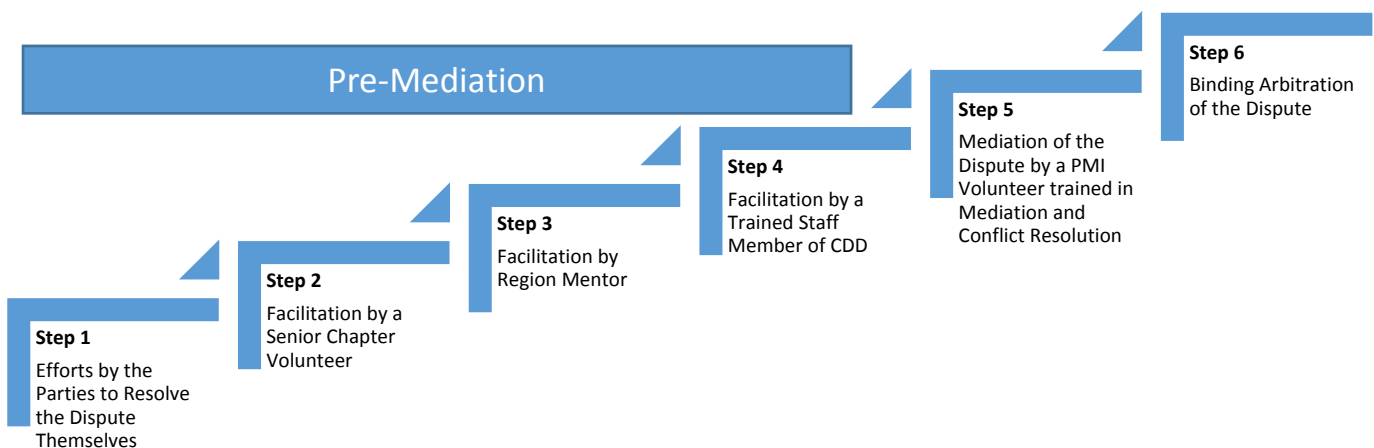
## 6.3 Arbitration schedule

The arbitrator shall schedule the arbitration hearing within ninety (90) days of the Request for Arbitration or such longer time period to which the arbitrator and all parties mutually agree.

## 6.4 Arbitration award

The arbitrator will render an award within thirty (30) days from the closing of the arbitration hearing. The award shall be in writing and will be a simple award unless the parties mutually agree to require the reasoning behind the award. Judgment upon the award may be entered by any court of competent jurisdiction.

### Conflict Resolution Step-by-Step Process



## Frequently Asked Questions

### **Who runs the Program?**

The PMI Chapter Development Department (CDD) runs the Program, with assistance from the PMI Legal Department and PMI volunteers, including but not limited to Region Mentors and Chapter Member Advisory Group members.

### **To whom does the Program apply?**

PMI Chapters and Chapter members are required to use this Program to resolve Disputes that they are unable to resolve themselves, utilizing the resources of the chapter and their board of directors.

### **How does the Program work?**

The Program consists of multiple steps and they are as follows:

#### Pre-Mediation

***\* Both parties involved in the dispute must establish appropriate documentation to submit prior to each step. This includes communication log, timeline of events and what steps have been taken to avoid mediation. Parties will be unable to move to next step in the Program without sufficient documentation.***

1. The parties attempt to resolve their Dispute informally between or amongst themselves.
2. If the first step is unsuccessful, parties utilize objective party from the chapter (i.e. past president, trustee, etc.) to hear both sides with an attempt to resolve the conflict internally.
3. If the second step is unsuccessful, the respective Region Mentor (RM) will at his/her discretion meet with the parties individually or together in an attempt to resolve conflict. The RM will seek to hear steps already taken, attempt to resolve the conflict and if unsuccessful, determine whether the conflict is eligible for the Program.
  - All parties must sign the “Guidelines for the Conduct of PMI Chapter Leaders and Volunteers” document (Appendix B) and are notified that violation of this code of conduct will result in termination of their involvement in the Program. PMI Legal will be consulted on how to proceed and the appropriate steps to be taken.
4. RM notifies CDD, specifically the respective Chapter Partner (CP), of conflict, informing them that a resolution was not agreed upon. Region Mentor will forward all documentation to the CP for review.
5. Conflicting parties, including Region Mentor, will meet with CP to discuss conflict and if the Dispute is eligible for the Program.

#### Mediation

***\* Both parties involved in the dispute must establish appropriate documentation to submit prior to each step. This includes a communication log, timeline of events and what steps have been taken to avoid mediation. Parties will be unable to move to next step in the Program without sufficient documentation.***

6. If these efforts are also unsuccessful and the Dispute is eligible for the Program, the next step is to have the parties go through a formal mediation process.
  - a. Either party must submit the Request for Mediation.
  - b. The CDD will select a mediator from among the PMI Volunteers trained in mediation and schedule the mediation at a time that is agreeable to all parties.
    - i. If the Dispute is resolved, a written agreement (Settlement Agreement) identifying the resolution will be prepared and signed by the conflicting parties.



- ii. If the Dispute is not resolved through mediation, and the mediator consults with the parties and believes that additional sessions would not be beneficial, then they may notify the CDD that the mediation has been unsuccessful.
7. If mediation does not resolve the Dispute, then the final step in the process, if any party desires to pursue further dispute resolution, is binding arbitration. An arbitrator chosen by the parties will render a final, binding decision regarding the Dispute.

### **Post-Mediation**

8. Once the dispute has been settled and the Settlement Agreement has been finalized and signed, the respective CP will compile all feedback from the parties involved and the mediator.
9. CP will draft a communication to be sent to the respective chapter's board of directors, providing a high-level description of the resolution (if possible based on confidentiality) and any recommended improvements that should be made to governing documents, processes, policies and/or procedure.
10. CP will arrange to participate in the next board meeting to reiterate the conclusion of the process and to answer any questions the board might have.

### **How does a person begin the conflict resolution process?**

The process begins when the parties request a meeting with the RM, notifying him/her that there is a dispute with another party or parties that it has been unable to resolve informally through discussions with the other party or parties. The RM and CDD will work with the disputants to try to resolve the Dispute. If this effort is unsuccessful, then any party may file a Request for Mediation Form with the CDD.

### **How much does the process cost?**

There is no cost to the parties for the CDD's conflict resolution or mediation services. If the parties cannot resolve their dispute in mediation and a party chooses to pursue further dispute resolution in arbitration, the parties will bear the costs of the arbitration.

### **What is mediation?**

Mediation is a voluntary, non-binding process in which a neutral third-party, called the mediator, assists the disputants in reaching a negotiated settlement. Unlike a judge or arbitrator, a mediator has no power to impose a solution on the parties. Rather, the mediator assists the parties in shaping a solution that meets their interests and objectives. The mediator's role varies depending on the nature of the dispute and the approach of the mediator. The mediator can

- Assist parties to communicate effectively;
- Encourage full expression of information and emotion;
- Clarify and narrow issues;
- Crystallize each side's underlying interests and concerns;
- Carry messages between the parties;
- Develop a cooperative, problem-solving approach;
- Help the parties generate options;
- Explore bases for agreement and the consequences of not reaching a resolution; and
- Memorialize the parties' agreement in a form that is useful to them.

### **How does mediation work?**

Assuming the parties were unable to resolve their dispute themselves or with the assistance of the RM and the CDD, the mediation process at PMI starts by filling out a Request for Mediation, which identifies the parties to the Dispute and explains the complainant's view of the Dispute. The CDD will then determine if the Dispute is eligible for mediation. The other party/parties will receive notice of the request from the CDD and then they will have a set

number of days to respond in writing and present its/their view of the Dispute. Each party will be given a mediation agreement to sign before the mediation session, including terms that are standard in mediation agreements. Then the CDD will select a mediator to facilitate resolution of the Dispute.

PMI and the mediator will determine whether the mediation should be conducted in person or through virtual means (teleconference, videoconference, etc.) Before convening the mediation session, the mediator may choose to meet with the parties, individually or jointly, by phone or in person. The purpose of this meeting(s) is to clarify the issues in dispute, understand any personality issues, find out who will be attending the mediation and address other similar issues.

At the mediation session, the mediator will begin with a joint session, explaining the ground rules that will govern the mediation, and then will ask each party to share its view of the Dispute. The mediator and the parties may ask questions of each other in the joint session. The mediator may then meet separately with each party in what is called a private caucus, to explore issues in a confidential setting, clarify objectives and encourage new perspectives. The mediator may reconvene the parties in a joint session or stay with the parties in private caucus, until either the matter is resolved or it is clear that it will not be resolved in that mediation session.

Over 70% of mediated disputes are resolved. Not only is the resolution rate high, but there is greater satisfaction with the process and the quality of the results is generally more fair and equitable than what can be obtained through litigation or arbitration. By learning the confidential concerns and positions of all parties, the mediator often can get to the root of the conflict and help the parties identify creative options for resolution; and by allowing the parties to express their feelings and have them understood and acknowledged, the parties are then able to move forward toward resolution.

#### **Who are the Mediators?**

The CDD carefully selects the mediator to ensure they are neutral and highly skilled. The mediator will come from the cadre of PMI Volunteers who have received specialized training in mediation and conflict resolution. The mediators are carefully screened by the CDD to ensure that there is no conflict of interest between the mediators and any of the parties. If, upon learning of the selection, a party feels that there is a potential conflict of interest with a selected mediator, it must promptly advise the CDD, which will decide whether a substitution is warranted.

#### **What can I expect when I go to mediation?**

You will be expressing your perceptions and feelings about what happened to bring you to mediation. During the mediation session you will be exploring your own interests and issues, and you will be listening to the issues and interests of the other party. Together, you will be seeking creative options that satisfy the interests of both sides, and figuring out a settlement that defines your future relationship or actions in a mutually acceptable way.

#### **How Long Does Mediation Take?**

The length of mediation is determined by a variety of factors including the complexity of the issues, the complexity of the relationships, the number of participants, the cooperation of the parties, and the readiness of the parties to explore a mutually satisfying resolution. The CDD will schedule the time period for the initial mediation session based on the circumstances of the case and discussions with the parties and mediator as to how much time they anticipate needing to mediate the Dispute. If after one full day of mediation the mediator or any party feels the mediation is not worth pursuing, it may end the mediation.

#### **Do I need to be represented at the mediation?**

No. Mediation is intended to be an informal, open process, which does not require that a party be represented at the mediation. If a party wants to have an attorney present, it may have an attorney participate, at its expense; however, the attorney must agree to sign a confidentiality agreement and must agree not to interfere with the mediator's conducting of the meeting. If the mediator feels that a representative is hindering the process, the

mediator may restrict the representative's involvement or dismiss them from the meeting. Parties may have their settlement agreements reviewed by an attorney prior to signing it if they so desire.

### **What are some of the benefits of mediation?**

Mediation is a popular and an accepted means of resolving disputes because of its many benefits, such as:

- \* More Economical Than Arbitration or Litigation
- \* Quicker Settlements
- \* Mutually Satisfactory Outcomes
- \* High Rate of Compliance
- \* Comprehensive and Customized Agreements
- \* Greater Degree of Control and Predictability of Outcome
- \* Personal Empowerment
- \* Preservation of an Ongoing Relationship or Termination of a Relationship in a More Amicable Way
- \* Greater flexibility in fashioning a resolution
- \* Workable and Implementable Decisions
- \* Confidentiality

### **Will mediation work every time?**

No. You and the other party may have interests that just cannot be reconciled. However, your chances for reaching a settlement increase with your ability to understand your own interests and your ability to understand the interests of the other side. Good settlements are made when each person helps to develop creative options that meet the needs and interests of all parties.

### **How confidential is mediation?**

All aspects of the mediation are confidential. Only the parties involved and the mediator will know what transpired during the mediation session(s). If the parties settle the Dispute, the CDD and PMI's Legal Department will review the settlement agreement. If the settlement agreement includes recommended changes to any board or chapter policies or procedures, the respective chapter's board will be notified of recommended changes and provided guidance by CP.

### **Why does the settlement have to get reviewed by PMI's Legal Department?**

There are many laws and regulations that govern what can and cannot be done. The Legal Department reviews each settlement to ensure that all of the actions to be taken as a result of the settlement are legal and comply with applicable regulations.

### **What happens if the dispute does not settle through mediation?**

Even if a dispute is not resolved in the mediation, sometimes mediation opens the door to settlement, as the parties continue the conversation started during the mediation and reach a resolution on their own later. Disputants can even decide to partake in another mediation at a later time, even after they have begun an arbitration proceeding. If a dispute is not resolved after conflict resolution and mediation, the final dispute resolution option for members is binding arbitration. They may not pursue litigation or a court action.

## APPENDIX A

### PMI Mediation Process

#### **Section 1. Mediation Services: The Mediation Process We Use at PMI**

At PMI we use an interest-based mediation model. The mediators are rigorously trained to maintain neutrality and to be impartial facilitators of settlement agreements. They will not judge the facts in a case or advocate for either side of the dispute. They will maintain the confidentiality of the session and help you develop options. The session will generally follow the format outlined below, but may be varied, depending on the circumstances:

##### **Opening statement by mediator:**

The mediator introduces themselves and outlines the format of the mediation. You will be asked to confirm that you are willing to negotiate in good faith and that you intend to conduct the session with common courtesy.

##### **Opening statement by participants:**

Each participant makes an opening statement. This opening statement will be an uninterrupted time to speak for each person. After each participant finishes, the mediator will reflect back the statement and ask clarifying questions. Your statement should include as clear a picture as possible about the circumstances that led up to the mediation, both the facts as you see them, and how you currently feel about the situation.

##### **Agenda Building:**

Together, all participants list the issues that need to be resolved in order to reach settlement. These issues can be of concern to one or both parties. As much as possible, the interests behind each of the issues should be listed as well.

##### **Negotiations:**

In this step you will be exploring interests and developing options that satisfy all or part of the interests of all the parties to the dispute. You will be thinking of ways to craft a workable, mutually satisfactory solution or relationship for the future.

##### **Caucus:**

From time to time during the negotiation phase of the mediation, the mediator or a participant may decide it would be beneficial for each party to meet with the mediator separately. Discussions held in caucus are doubly confidential, that is, the mediator will not share those discussions with the other side unless specifically asked to do so.

##### **Writing the Settlement Agreement:**

Once you have reached agreement on all or some of the issues being mediated, you and the other participants, with the assistance of the mediator, will draft a written settlement agreement. It's important to remember that this settlement must be satisfactory to both sides. The language of the points of agreement will be the participants', and you'll need to pay particular attention to making it specific, so your intentions will be clear to those reviewing it, and clear to each of you in the future.

##### **Getting preliminary concurrence from PMI's Legal Department:**

Once you have drafted the agreement, a copy is sent to the Legal Department for preliminary review and concurrence. Wording changes may be suggested to make the parties' meaning clearer, or more substantive changes may be required if a provision in the agreement violates law, regulation or policy. Parties may have their settlement agreements reviewed by an attorney, at their expense, prior to signing it if they so desire.

**Participants Sign Agreement:**

When the parties have agreed to the final agreement as approved by PMI's Legal Department, they and the mediator will sign the final agreement, which means the parties are satisfied with the agreement and are willing to abide by its provisions.

**Post Agreement Action:**

If you believe a provision of this final agreement is not being followed, or you wish to modify some part of the agreement, you should contact the CDD.

**Ending a Mediation:**

If, **after one day of mediation**, any party or the mediator feels that the dispute is not progressing toward resolution, then that person may end the mediation. The party shall notify the CDD, and may request that the dispute be arbitrated. The arbitration shall be conducted in accordance with the Commercial rules of American Arbitration Association ("AAA") for disputes between parties based in North America and the rules of the International Center for Dispute Resolution ("ICDR") for disputes involving at least one party based outside North America. The parties will receive a roster of arbitrators from the AAA or ICDR, as applicable, from which they may select an arbitrator, and after the parties' selection of the arbitrator, the AAA or ICDR will schedule a preliminary hearing to discuss the arbitration process.

**Assessing Whether the Mediation Process Worked for You:**

Whether or not you reach settlement in your mediation, we want to know how the process worked for you, and any suggestions you have for improving the system. Your mediator will give you or direct you to a survey form to complete at the end of the session. Please contact the CDD if you have any questions, comments or suggestions. That office can be reached at [chaptersupport@pmi.org](mailto:chaptersupport@pmi.org).

**Section 2. Mediation Services: Preparing for Mediation****Understanding what mediation is supposed to accomplish.**

The goal of mediation is to reach an agreement about the future that all parties to the conflict can live with. Mediation's fundamental principle is self-determination. The mediator assists the parties in reaching a resolution of the dispute but does not guarantee a resolution or take responsibility for the merits of any understandings reached at mediation. The resolution of the issues in dispute primarily rests upon the parties themselves. Understandings reached during the mediation by the parties are always voluntary.

Reaching a resolution involves exploring your interests, thinking about possible interests of the other participants, and then thinking about options that may satisfy everyone's interests. If you have any questions about how to identify your interests, or how to go about guessing what the interests of the other side are, you may want to discuss this with someone at CDD. We will make sure to share only the information you specifically authorize either before or during the mediation.

**Making sure that the right people are participating.**

Ask yourself, "Of all the possible outcomes to this mediation, do I have both the necessary authority and the necessary knowledge to make an informed settlement? If I don't have the necessary knowledge and/or authority, who should be available to answer questions or authorize settlement actions." The CDD and/or the mediator will be able to help you think through this decision.

**Representation.**

Because this is an informal proceeding, you will be speaking for yourself, and making decisions about how issues will be resolved to your satisfaction and the satisfaction of the other side. A representative is not necessary, but you may choose to bring one. If you decide to bring an attorney or other representative, you must notify the other party at least ten (10) business days before the mediation, and you are responsible for any fees and expenses of

the attorney/representative. The attorney or other representative must agree to sign a confidentiality agreement and must agree not to interfere with the mediator's conducting of the meeting. If the mediator feels that a party's representative is hindering the process, the mediator may restrict the representative's involvement or dismiss them from the meeting.

### **Understanding each person's role.**

Each person at the table has a role to play in the mediation. The mediator acts as impartial facilitator of the process. Mediators do not serve as arbitrators, judges or advocates for anyone in the dispute. They are there to guide you and the other participants through a structured process, to help you develop an understanding of the underlying interests of all the participants, and to help everyone develop creative options for resolution of the issues.

As a participant in the mediation process, your role is to mediate in good faith, using the principles of common courtesy. Mediating in good faith means you are willing to listen to the other party's perception of the dispute, you will maintain an open mind and you will consider any options for resolution, you are willing to negotiate without holding to a fixed position, and you are willing to share all relevant information. Common courtesy includes listening to each other, no interrupting and avoiding inflammatory language such as name-calling.

### **Preparing your opening statement as the mediation initiator.**

Because this is an informal process, you do not need to prepare a written statement, nor do you need to make extensive notes. Just think through the events, issues and your feelings that led you to come to mediation, and be prepared to present them as clearly as you can. It's often helpful for the mediators and participants to hear about things in chronological order.

### **Preparing your opening statement when you are the respondent.**

The initiator of the mediation will often have a very different perception of events from yours. Your opening statement should be concerned with your perceptions and your feelings. Remember, this process is not designed to judge the facts of a case, but rather to resolve the issues between you in a mutually satisfactory way in order to build a good working relationship for the future.

### **Length of the Mediation.**

Mediations usually take 4 to 8 hours. They usually begin at 9:00 a.m. or another mutually agreeable time. Extra mediation sessions can be scheduled during the mediation session, when all the participants are present. Whether or not you anticipate extra sessions, it would be helpful to bring your calendar, so you can mutually set any needed implementation dates for provisions in the final settlement agreement.

### **The Agreement to Mediate.**

Before mediation begins, you will be briefed again on the process of mediation and will have a chance to ask any questions you may have. You will be asked to sign the Agreement to Mediate form, included in *Appendix D*.

## **Section 3. Mediation Services: Definitions**

**Alternative Dispute Resolution** - Decision making processes to resolve conflicts that do not involve litigation, or formal EEO complaints, formal grievances, or disciplinary actions.

**Common courtesy** - When you agree to mediate using common courtesy, you are agreeing not to interrupt another speaker, and to avoid using inflammatory language.

**Good faith** - All mediation participants are required to agree to mediate in "good faith." That is, they must agree to (1) listen to all sides of a dispute, (2) share all pertinent information, (3) keep an open mind and not maintain a fixed negotiating position, (4) explore their and the opposing sides' interests, and (5) help develop options that meet the interests of all parties.

**Initiator** - The person who requests mediation services to help resolve a dispute.

**Interest** - A concern, need, or desire behind an issue—why the issue is being raised.

**Interest-based negotiation** - A process that seeks to discover and satisfy the underlying interests of parties rather than to meet the stated positions or demands that they bring to negotiation. Also known as win-win negotiation.

**Issue** - A subject under discussion or negotiation; the “what” or problem which needs to be solved.

**Mediation** - A structured dispute resolution process in which a person or persons with no interest in the outcome of the conflict assist the disputants in reaching a negotiated settlement of their differences. The mediation process is voluntary and aims at a signed agreement defining future behavior of the disputants. The mediator helps parties communicate, negotiate, and reach agreements and settlements but is not empowered to render a decision.

**Mediator** - A mediator serves as a trained neutral third party and impartial facilitator of the structured process referred to as mediation. The mediator does not make decisions for the parties and does not impose a resolution to the dispute. The mediator does not serve as an arbitrator or judge of the facts of a case and does not advocate for any side in the dispute. The mediator helps the parties explore their interests and develop options towards a mutually satisfactory resolution of the issues.

**Option** - A potential, often partial, solution that can meet one or more interests.

**Respondent** - The person(s) with whom the initiator wishes to negotiate in order to resolve the issues in dispute.

**Settlement Agreement** - When all or part of the issues in dispute have been resolved to the mutual satisfaction of the parties the agreements reached are written down, reviewed by PMI’s Legal Department and signed by the parties

## Appendix B

### Guidelines for the Conduct of PMI Chapter Leaders and Volunteers

The PMI Code of Ethics and Professional Conduct (the “Ethics Code”) states:

*“As practitioners of project management, we are committed to doing what is right and honorable. We set high standards for ourselves and we aspire to meet these standards in all aspects of our lives—at work, at home, and in service to our profession.” (Ethics Code, Sec. 1.1)*

*These Guidelines describe the expectations that we have of ourselves in our roles as Chapter Leaders and Volunteers. “Chapter Leader” means a person who has been appointed or elected to lead or supervise an activity on behalf of the chapter, including, for example, directors, officers and committee leaders. “Volunteer” means a person who contributes to a chapter-sponsored activity.*

*These Guidelines are meant to enhance Chapter Leaders’ and Volunteers’ understanding of their obligations under the Ethics Code. These Guidelines are intended to give Chapter Leaders and Volunteers direction for complying with the Ethics Code. Chapter Leaders and Volunteers should also consult the Ethical Decision-Making Framework and other resources available through PMI. It is the purpose of these Guidelines to ensure that the best interests of the public, the project management community, PMI’s members, and each PMI chapter are served by all that we do. We believe that the credibility and reputation of PMI, and its communities, are shaped by the collective conduct of our Chapter Leaders and Volunteers. We also believe that these Guidelines will assist us in making wise decisions, particularly when faced with difficult situations where we may be asked to compromise our integrity or our values.*

#### **I. General**

Chapter Leaders and Volunteers must:

- A. Conduct themselves professionally and be loyal to the interests of PMI, the Chapter and all relevant stakeholders.
- B. Remain objective and consider the interests of PMI, the Chapter, their stakeholders and the profession.
- C. Be respectful, cordial and mindful of other cultures, ethnicities and social norms.
- D. Conduct all official meetings in a manner consistent with applicable law, Bylaws, and rules of parliamentary procedure (Robert’s Rules of Order – see Attachment A).
- E. Conduct the affairs of the Chapter in good faith, responsibly, respectfully, fairly, and honestly.
- F. Report unethical or illegal conduct to appropriate management and, if necessary, to those affected by the conduct and bring violations of the Ethics Code to the attention of the appropriate body for resolution.
- G. Conduct themselves in a professional manner, even when it is not reciprocated.
- H. Be truthful in their communications.
- I. Make commitments and promises, implied or explicit, in good faith.



- J. Adhere to PMI's policies and procedures, the Ethics Code and any Chapter policies and procedures.
- K. Be respectful of others' views and opinions and express any disagreement with others' views and opinions in a professional manner.

Chapter Leaders and Volunteers must **not**:

- A. Discriminate against others based on, but not limited to, gender, race, age, religion, disability, nationality, or sexual orientation.
- B. Act in an abusive or unprofessional manner toward others.

## II. Conflicts of Interest

Chapter Leaders and Volunteers should fulfill their responsibilities to PMI and should avoid conflicts of interest and the appearance of any conflicts of interest.

Chapter Leaders and Volunteers must:

- A. Proactively and fully disclose any real or potential conflicts of interest to the appropriate stakeholders.
- B. Demonstrate transparency in the decision-making process.

Chapter Leaders and Volunteers must **not**:

- A. Be involved in any discussion or selection of any prospective vendor or service provider, if the Chapter Leader or Volunteer owns or is affiliated with that respective entity.
- \* *From a governance perspective, the leader/volunteer should inform the President, Board Chair or their equivalent as soon as the leader/volunteer is aware of the conflict. The leader/volunteer should request to be removed from the applicable discussion and vote. A written record of details should be included in the meeting minutes in a transparent and comprehensive manner, taking into account considerations regarding confidentiality.*
- B. Commit themselves to multiple elected and/or appointed volunteer positions in PMI or any PMI community except in the event that applicable rules permit such service.
- \* *If a leader/volunteer wishes to commit to any additional volunteer role within PMI or a PMI chapter, it is recommended that they inform the Chapter Development Department to ensure that there is no conflict or perception of conflict.*
- C. Use their positions to obtain employment for themselves, family member(s), friend(s) or associate(s). This would include not using one's chapter position on personal business cards or otherwise using one's chapter position to promote one's individual business.
- \* *Should an individual desire such an employment offer, he or she should resign from the position of Chapter Leader or Volunteer.*
- \* *While it is acceptable to list one's role as a Chapter Leader or Volunteer on curriculum vitae, resumes, and as part of one's work history, such listing must be accurate and should in no way suggest endorsement by PMI or one of its chapters or affiliates.*

- D. Engage in any business or other activities that would directly or indirectly adversely affect PMI or its affiliated communities in a material way.
- E. Hire, fire, reward, punish, award or deny contracts based on personal considerations, including but not limited to, favoritism, nepotism, or bribery.

### III. Proper Exercise of Authority and Communications

Chapter Leaders and Volunteers must:

- A. Exercise proper authority and good judgment in their dealings with Chapter staff and the general public and will respond to the needs of the Chapter's members in a timely, responsible, respectful and professional manner.
- B. Use proper procedures for vetting applicable decisions and actions by the board, an applicable committee, and/or the membership.

Chapter Leaders and Volunteers must **not**:

- A. Attempt to exceed the authority of their elected or appointed position within the Chapter including, for example, making unilateral decisions or taking unilateral actions that should have first been approved by a board, committee, membership, or other body.
- B. Attempt to substitute one's own decision for that of the Chapter Board as a whole.
- C. Exercise the power of their expertise or position to influence the decisions or actions of others in order to benefit personally.
- D. Withhold communications received from the Global Operations Center or any other entity that are intended for the Chapter officers or Chapter members.

### IV. Privacy and Confidentiality

Chapter Leaders and Volunteers must:

- A. Keep confidential all applicable confidential information concerning PMI and its chapters. Chapter Leaders and Volunteers should become familiar with Chapter Leaders and Volunteers may solicit input from Chapter members on matters being considered and may informally share the actions taken and the issues considered in reaching its decisions.

\* *For purposes of this section, "Confidential Information" means all information, in oral, print or electronic form, and regardless of language, that relates to the work of PMI and/or its communities. Confidential Information, may include, but is not limited to, organizational processes; membership; finances; personnel matters; communications with a chapter's legal counsel or professional consultants; pending litigation; matters involving enforcement of the governing documents or policies of PMI or the chapter; and pending negotiations for all transactions. In any instance when a Chapter Leader and Volunteer might be uncertain about the confidentiality requirements, and in order to minimize the possibility of inadvertent disclosure, they should consult with the Chapter President or his/her equivalent before making any disclosure to any third party that might arguably release Confidential Information.*

Chapter Leaders and Volunteers must **not**:

- A. Disclose any matters addressed in executive session to any person not entitled to participate.
- B. Disclose to anyone outside of PMI any confidential or proprietary information obtained as a result of Board service.
- C. In disclosing anything about a Board's deliberations, discuss or disclose the votes of the Board or of individual Board members (including his/her own) unless the Board has made these votes public.
- D. Disclose Board actions or deliberations if the Board has determined to defer announcement of that action or to control the dissemination of that information.
- E. Disclose any written communications from legal counsel that have been denoted as a confidential document.

**V. Financial Management**

Chapter Leaders and Volunteers should administer and adhere to appropriate checks and balances as may be required by law, by PMI, or by generally accepted accounting and other standards, to include multiple levels of approval for all transactions, when handling chapter funds.

Chapter Leaders and Volunteers must:

- A. Demonstrate transparency in their decision-making process and in the handling of all chapter funds and property.
- B. Provide equal access to information to those who are authorized to have that information.

Chapter Leaders and Volunteers must **not**:

- A. Engage in or condone behavior that is designed to deceive others, including but not limited to, making misleading or false statements, stating half-truths, providing information out of context or withholding information that, if known, would render such statements as misleading or incomplete.
- B. Engage in dishonest behavior with the intention of personal gain or at the expense of another.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Attachment A to Appendix B**  
**Roberts Rules of Order Summary**

(Derived from Robert's Rules of Order Newly Revised, 11<sup>th</sup> edition)

**For Fair and Orderly Meetings & Conventions**

Provides common rules and procedures for deliberation and debate in order to place the whole membership on the same footing and speaking the same language. The conduct of ALL business is controlled by the general will of the whole membership - the right of the deliberate majority to decide. Complementary is the right of at least a strong minority to require the majority to be deliberate - to act according to its considered judgment AFTER a full and fair "working through" of the issues involved. Robert's Rules provides for constructive and democratic meetings, to help, not hinder, the business of the assembly. Under no circumstances should "undue strictness" be allowed to intimidate members or limit full participation.

The fundamental right of deliberative assemblies require all questions to be thoroughly discussed before taking action! The assembly rules - they have the final say on everything! Silence means consent!

**Guidelines**

- Obtain the floor (the right to speak) by being the first to stand when the person speaking has finished; state "Mr./Madam Chairman".
  - Raising your hand means nothing, and standing while another has the floor is out of order! Must be recognized by the Chair before speaking!
- Debate cannot begin until the Chair has stated the motion or resolution and asked "are you ready for the question?" If no one rises, the chair calls for the vote!
- Before the motion is stated by the Chair (the question) members may suggest modification of the motion; the mover can modify as he pleases, or even withdraw the motion without consent of the seconder; if mover modifies, the seconder can withdraw the second.
- The "immediately pending question" is the last question stated by the Chair!
- The member moving the "immediately pending question" is entitled to preference to the floor!
- No member can speak twice to the same issue until everyone else wishing to speak has spoken to it once!
- All remarks must be directed to the Chair.
  - Remarks must be courteous in language and deportment.
  - Avoid all personalities, never allude to others by name or to motives!
- The agenda and all committee reports are merely recommendations!
  - When presented to the assembly and the question is stated, debate begins and changes occur!

**The Rules**

- **Point of Privilege:** Pertains to noise, personal comfort, etc. - may interrupt only if necessary!
- **Parliamentary Inquiry:** Inquire as to the correct motion - to accomplish a desired result, or raise a point of order
- **Point of Information:** Generally applies to information desired from the speaker: "I should like to ask the (speaker) a question."

- **Orders of the Day (Agenda):** A call to adhere to the agenda (a deviation from the agenda requires Suspending the Rules)
- **Point of Order:** Infraction of the rules, or improper decorum in speaking. Must be raised immediately after the error is made
- **Main Motion:** Brings new business (the next item on the agenda) before the assembly
- **Divide the Question:** Divides a motion into two or more separate motions (must be able to stand on their own)
- **Consider by Paragraph:** Adoption of paper is held until all paragraphs are debated and amended and entire paper is satisfactory; after all paragraphs are considered, the entire paper is then open to amendment, and paragraphs may be further amended. Any Preamble cannot be considered until debate on the body of the paper has ceased.
- **Amend:** Inserting or striking out words or paragraphs, or substituting whole paragraphs or resolutions
- **Withdraw/Modify Motion:** Applies only after question is stated; mover can accept an amendment without obtaining the floor
- **Commit /Refer/Recommit to Committee:** State the committee to receive the question or resolution; if no committee exists include size of committee desired and method of selecting the members (election or appointment).
- **Extend Debate:** Applies only to the immediately pending question; extends until a certain time or for a certain period of time
- **Limit Debate:** Closing debate at a certain time, or limiting to a certain period of time
- **Postpone to a Certain Time:** State the time the motion or agenda item will be resumed
- **Object to Consideration:** Objection must be stated before discussion or another motion is stated
- **Lay on the Table:** Temporarily suspends further consideration/action on pending question; may be made after motion to close debate has carried or is pending
- **Take from the Table:** Resumes consideration of item previously "laid on the table" - state the motion to take from the table
- **Reconsider:** Can be made only by one on the prevailing side who has changed position or view
- **Postpone Indefinitely:** Kills the question/resolution for this session - exception: the motion to reconsider can be made this session
- **Previous Question:** Closes debate if successful - may be moved to "Close Debate" if preferred
- **Informal Consideration:** Move that the assembly go into "**Committee of the Whole**" - informal debate as if in committee; this committee may limit number or length of speeches or close debate by other means by a 2/3 vote. All votes, however, are formal.
- **Appeal Decision of the Chair:** Appeal for the assembly to decide - must be made before other business is resumed; NOT debatable if relates to decorum, violation of rules or order of business
- **Suspend the Rules:** Allows a violation of the assembly's own rules (except Constitution); the object of the suspension must be specified

## Roberts Rules of Order Motions Chart

**Part 1, Main Motions.** These motions are listed in order of precedence. A motion can be introduced if it is higher on the chart than the pending motion.

\* § indicates the section from Robert's Rules

§	PURPOSE:	YOU SAY:	INTERRUPT?	2ND?	DEBATE?	AMEND?	VOTE?
§21	Close meeting	I move to adjourn	No	Yes	No	No	Majority
§20	Take break	I move to recess for ...	No	Yes	No	Yes	Majority
§19	Register complaint	I rise to a question of privilege	Yes	No	No	No	None
§18	Make follow agenda	I call for the orders of the day	Yes	No	No	No	None
§17	Lay aside temporarily	I move to lay the question on the table	No	Yes	No	No	Majority
§16	Close debate	I move the previous question	No	Yes	No	No	2/3
§15	Limit or extend debate	I move that debate be limited to ...	No	Yes	No	Yes	2/3
§14	Postpone to a certain time	I move to postpone the motion to ...	No	Yes	Yes	Yes	Majority
§13	Refer to committee	I move to refer the motion to ...	No	Yes	Yes	Yes	Majority
§12	Modify wording of motion	I move to amend the motion by ...	No	Yes	Yes	Yes	Majority
§11	Kill main motion	I move that the motion be postponed indefinitely	No	Yes	Yes	No	Majority
§10	Bring business before assembly (a main motion)	I move that [or "to"] ...	No	Yes	Yes	Yes	Majority

Appendix C

**PMI CONFLICT RESOLUTION PROGRAM  
REQUEST FOR MEDIATION**

Please complete the following form if you are interested in having your case mediated using Project Management Institute's Mediation Services. Also, please consult the Project Management Institute's Conflict Resolution Program Guidelines for information on mediation and PMI's Mediation Services.

**My contact information:**

Name:

Mailing Address:

Phone number:

Fax number:

E-mail:

Chapter name and location:

PMI Member ID:

**My dispute is with:**

Name:

Position/Title:

Mailing Address (if known):

Phone number (if known):

Fax number (if known):

E-mail (if known):

Chapter name and location:

PMI Member ID:

---

*Please provide detailed answers to the following questions. Provide all of the facts you know in response to each question.*

1. What is your relationship with the party(ies) with whom you have the dispute (Disputant)?

2. Mediation is the third step in PMI's Conflict Resolution Program. Have you tried to resolve the dispute directly with the Disputant(s) (the first step) and informally with the assistance of PMI's Community Development Department (the second step)? If not, why not?
  
3. If you talked with the Disputant(s), please describe whether you resolved any of the issues. If so, what issues are they?
  
4. Why did you decide to request mediation?
  
5. Describe in detail: (1) the issues in dispute (2) what are your views on those issues; and (3) what do you believe are the Disputant's views on those issues? Include specific examples and dates, and include any documentation (as attachments) needed to substantiate your view of the dispute.
  
6. Are there any other persons involved in the dispute you believe should be contacted? If so, why?
  
7. What relief or result are you seeking?



8. What are possible options or solutions for resolving the dispute that are agreeable to you and might be agreeable to the Disputant?
  
9. Are there any documents involved in the issues in dispute? If so, do you have copies of those documents?
  
10. Are you currently pursuing any other form of dispute resolution (e.g., litigation, arbitration)?
  
11. What are convenient days and times for a mediation session?
  
12. How did you learn about PMI's Conflict Resolution and Mediation Program (self, another Chapter member)?

The submission of this dispute for mediation will be kept confidential to the extent that disclosure is not required to effect resolution. In submitting or responding to this submission, you agree to comply with PMI's Mediation Process (including the confidentiality obligations).

***I have read, understood and agree to the terms of PMI's Mediation Process (including the confidentiality obligations) and attest that the information that I have documented herein is accurate and truthful to the best of my knowledge.***

Member signature: \_\_\_\_\_

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

This form should be returned to [chaptersupport@pmi.org](mailto:chaptersupport@pmi.org).

**Appendix D**

**PMI CONFLICT RESOLUTION PROGRAM  
AGREEMENT TO MEDIATE**

The Parties to this Mediation Agreement are \_\_\_\_\_ and \_\_\_\_\_. The Parties desire to use a mediator to assist them in resolving a dispute relating to \_\_\_\_\_. The parties are willing to enter into this agreement to mediate pursuant to Project Management Institute's (PMI) Mediation Process, and each agrees as follows:

In consideration of receiving dispute resolution services from the PMI's Conflict Resolution Program, I agree to enter into this mediation in good faith. I will sincerely attempt to resolve this dispute, agree to cooperate with the mediator assigned to this case, and give serious consideration to all suggestions made in regard to developing a realistic solution to the problem.

I confirm that I read PMI's Conflict Resolution Program, and PMI's Mediation Process in particular, and agree to mediate pursuant to both.

I understand that the mediator assigned to this case will not be serving as an advocate, attorney, or judge. The mediator's sole function is to act as a neutral facilitator. Any agreements or decisions resulting from this mediation session are entered into voluntarily and by mutual acceptance of the parties.

I agree that mediation sessions are confidential settlement negotiations and that all offers, promises, conduct and statements, whether written or oral, made in the course of proceedings are inadmissible in any litigation or arbitration of this dispute, to the extent allowed by law. However, matters that are admissible in a court of law or other administrative process continue to be admissible even though brought up in a mediation session.

PMI, its employees, agents, representatives, including but not limited to Chapter Volunteers acting as mediators, shall not be liable for any act or omission in connection with the mediation, other than as a result of his/her/its own willful misconduct. The exclusive remedy available to a party for any such act of misconduct is to withdraw from the mediation process.

I also agree to not subpoena or require the mediator to testify or produce records, notes or work product in any future proceedings and that no recordings or stenographic records will be made of the mediation session.

I have read, understand and agree to each of the provisions of this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

Appendix E

# PMI Conflict Resolution Program Checklist

## Pre-Mediation

	<b>1. Parties have attempted to resolve issue between themselves informally</b>
	Communication Log Completed
	Timeline of Events Completed
	What Steps Have Been Taken to Avoid/Resolve Conflict
	<b>2. Parties have utilized senior chapter volunteer as objective party</b>
	Communication Log Completed
	Timeline of Events Completed
	What Steps Have Been Taken to Avoid/Resolve Conflict
	<b>3. Parties have met with Region Mentor in an attempt to resolve conflict.</b>
	Discussed steps already taken
	Dispute eligible for Conflict Resolution Program
	Parties have read and signed "Guidelines for PMI Chapter Leaders and Volunteers"
	Communication Log Completed & Reviewed
	Timeline of Events Completed & Reviewed
	<b>4. Parties have met with Chapter Partner</b>
	Discussed steps already taken
	Communication Log Completed & Reviewed
	Timeline of Events Completed & Reviewed
	Dispute eligible for Conflict Resolution Program
	Parties have read and signed "Guidelines for PMI Chapter Leaders and Volunteers"
	Reviewed PMI Conflict Resolution Program with parties

## Mediation

	<b>1. Request for Mediation submitted</b>
	<b>2. Mediator selected</b>
	<b>3. Mediator briefed and updated by CP</b>
	<b>4. Notice of Mediation sent to all parties</b>
	<b>5. Preliminary meeting/call completed</b>
	<b>6. Mediation scheduled</b>
	Dates & Times:
	<b>7. Settlement Agreement Completed</b>

## Post-Mediation

	<b>1. Feedback compiled from:</b>
	Participants
	Senior Chapter Volunteer & Region Mentor
	Mediator
	<b>2. Communication sent to participants and chapter's board of directors</b>
	<b>3. CP scheduled participation in chapter board meeting</b>
	<b>4. Final communication to Region Mentor, CD Manager</b>