

Agreement to Mediate and Arbitrate Online

This Agreement to provide online arbitration services (the *Agreement*) is between the Board for Certification of Genealogists® located at <https://www.bcgcertification.org> on the Worldwide Web with its main office located at P.O. Box 14291, Washington, D.C. 20044, referred to as **BCG**, and [Claimant's name and address] _____, referred to as *Claimant*, and [Respondent's Name and Address] _____, referred to as *Respondent*. Claimant and Respondent are sometimes referred to as the *Parties*.

Because certain disputes and controversies have arisen and exist between the *Claimant* and *Respondent* with regard to their business and professional genealogical dealings; and

Claimant and Respondent have agreed to submit their Dispute to BCG and be bound by and be governed by the current BCG Policy Manual, Article 5, Discipline and Dispute Resolution (referred to as the **BCG Dispute Resolution Policy**), which provisions are attached to this Agreement and made a part of this Agreement.

Now, for and in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be bound by this Agreement, the Parties agree as follows:

1. Submission to Mediation and Arbitration.

A. Mediation. (i) The parties agree to first refer and submit all of their disputes, differences, and controversies arising under their genealogical business and professional relationship to the BCG mediator as designated by the BCG Dispute Resolution Policy so that he or she may attempt to obtain a mediated dispute between the Parties that shall be signed by the Parties. (ii) The Parties understand that in order for mediation to work, open and honest communications are essential. Accordingly, all written and oral communications, negotiations and statements made in the course of BCG mediation will be treated as privileged settlement discussions and are absolutely confidential. (iii) The Parties pledge to cooperate fully and fairly with the BCG mediator in an attempt to reach a mutually satisfactory compromise of the dispute. (iv) The Parties understand that full disclosure of all relevant and pertinent information is essential to the mediation process. Accordingly, there will be a complete and honest disclosure by each of the Parties to the other and to the Mediator of all relevant information and documents. (v) In the event mediation does not result in a resolution of the Parties dispute, the dispute will be determined by BCG arbitration as set forth in this Agreement.

B. Arbitration. The parties agree to refer and submit all disputes, differences, and controversies that are not successfully mediated to BCG binding arbitration as set forth in the BCG Dispute Resolution Policy. After the arbitrators receive and consider all evidence offered by the Parties relating to the Parties dispute, the Arbitrators shall make their award in writing relating to the matters referred, to be delivered to the Parties by BCG within a reasonable time.

2. Entering Judgment. The Parties agree that judgment may be entered on the BCG arbitration award in any court of competent jurisdiction, and that such award shall be final as to the Parties and issues encompassed in this Agreement.

3. The Parties understand and agree that no oral presentations will be made to the Arbitrators; that there will be no “hearings” in which a Party shall present information to the Arbitrators; that all submissions shall be only by way of email; that the Arbitrators will base the award solely only upon such written submissions; and that the Parties are bound by the Arbitrators’ decision which will be set forth as an Award.

4. BCG, its mediators and arbitrators will not be liable for any indirect, special, punitive, incidental or consequential damages arising out of or in connection with this Agreement regardless of whether or not it has been informed of same.

5. The Parties acknowledge and agree that the standards of the Uniform Electronic Transactions Act, as adopted and applied in the District of Columbia, shall apply with regard to execution by the Parties of this Agreement as well as to the execution and submission by the Parties of any and all documents and agreements pertaining to the services of BCG and any and all writings that are submitted to BCG.

6. The Parties agree that BCG, its mediators and arbitrators shall not be liable to any Party for its failure to perform under this Agreement to the extent that any such failure results from any cause beyond the reasonable control of BCG, its mediators or arbitrators, including without limitation, acts of God, strike, electrical or power outage, the acts or omissions of a third party, earthquake, or weather.

7. **Notices.** Any notice of a BCG arbitration award provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the address of each party as set forth at the beginning of this Agreement.

**Each party hereby declares:
I have read, understood and agreed to each provision of this agreement.**

Witness our signatures this ____ day of _____, 20__.

(Signature of Claimant)

(Signature of Respondent)

(Printed Name of Claimant)

(Printed Name of Respondent)

E-Mail _____

E-Mail _____

Board for Certification of Genealogists

By: _____
(Signature of Officer)

(Printed Name & Office)

E-Mail _____