

Sample Ground Rules

1. PURPOSE

The immediate goal of the *[name]* is to *[insert]*.

2. PARTICIPATION

- a. Membership. Each party may designate a Committee Member and an alternate. Parties and members are listed on Attachment A.
- b. Additional Parties. Additional parties may be added only with the concurrence of all Parties.
- c. Attendance at Meetings. Each Member for each Party must make a good faith effort to attend each full negotiating session. The Member may be accompanied by such other individuals as that Member believes is appropriate to represent his/her interest.
- d. Constituents' Interests. Members are expected to represent the concerns and interests of their constituents and to make a good faith effort to ensure that any agreement reached is acceptable to the Party he or she represents.

3. MEETINGS

- a. Open Meetings. Negotiating sessions will *[not]* be announced in *[insert]* prior to the meeting and will *[not]* be open to the public. Members of the public will be given opportunities at various times throughout the Team deliberations to make comments, raise questions, or submit materials for the record.
- b. Minutes. The proceedings will not be electronically recorded by the facilitators (others will be asked to refrain voluntarily from recording meetings), but brief meeting summaries that identify major issues discussed and action items taken will be kept. These meeting summaries will *[not]* be made available to the public on request.
- c. Agendas. Meeting agendas will be developed by consensus.
- d. Caucus. A break can be declared at any time by any party. Parties will be asked for an estimate of the time needed for the caucus.

4. DECISION MAKING

- a. Consensus. The Committee will operate by consensus of all Members present, meaning each Member can live with a decision being made.
- b. Workgroups. Smaller Working Groups may be formed to address specific issues and to make recommendations to the Parties. Working Groups are open to any Member or the member's designee, plus such other individuals as the Members believe would enhance the functioning of the Working Groups. Working Groups are not authorized to make decisions for the group as a whole. All Members will be notified of all working group meetings.
- c. The Parties may discontinue negotiations at any time if they do not appear productive. In this event, *[insert]*.

5. AGREEMENT

- a. Product of Negotiations. The intended product of the negotiations is an agreement in the form of a written statement signed by all Members. The written statement will be a *[insert]*. *[insert action, if any, in the event of no agreement]*
- b. After an agreement is reached *[insert next steps]*.

6. SAFEGUARDS FOR THE PARTIES

- a. Good Faith. All parties agree to act in a good faith effort to reach agreement in all aspects of these negotiations. Specific offers, positions, or statements made during the negotiations may not be used by other parties for any purpose outside the negotiations or as a basis for future litigation. It is the intent of the parties that other attendees at meetings also voluntarily comply with this provision. This is intended to support the negotiation process by encouraging the free and open exchange of ideas, views, and information prior to achieving consensus. Personal attacks and prejudiced statements will not be tolerated.
- b. Right to Withdraw. Any party may withdraw from the negotiations at any time without prejudice.
- c. Others' Positions. No party will characterize the position of any other party in public statements or in discussions with the press, even if that party withdraws from the negotiations. To the extent feasible, parties will refer others to the meeting summaries for information about the negotiations.
- d. Information.
 1. All parties agree not to withhold relevant information. If a party believes it cannot or should not release relevant information (e.g. because of its confidential or proprietary nature), it will provide the substance of the information in some form (such as by aggregating data, by deleting non-relevant confidential information, by providing summaries, or by furnishing it to a neutral consultant to use or abstract) or it will provide a general description of it and the reason for not providing it directly.
 2. Parties will provide information called for by this paragraph as much in advance of the meeting at which such information is to be used as possible.
 3. All parties agree not to divulge information shared by others in confidence.

7. SCHEDULE

Negotiating sessions will be held approximately *[insert frequency]*. Unless extended by the *[insert]*, the deadline for the negotiations is *[insert]*.

8. FACILITATOR

[Insert name] will serve as the facilitator(s) and will work to ensure that the process runs smoothly. The role of the facilitator usually includes developing draft agendas, chairing meetings, working to resolve any impasses that may arise, preparing meeting summaries, assisting in the location and circulation of background materials and materials, and other functions the parties request. The facilitator(s) will take no positions on the issues before the parties and serve at the will of the parties.