

Annex F - Mediation Agreement

An agreement to submit an existing dispute to mediation will be embodied in the following agreement:

1. Agreement to Submit: We, the undersigned parties, agree to submit the controversy regarding [DESCRIBE BRIEFLY] to mediation.
2. Location: The mediation shall be held in a mutually agreed upon location.
3. Discovery: The parties agree to prepare mediation briefs for the mediator outlining their positions and exchange all information upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be completed no later than three (3) days prior to the date set for the mediation.
4. Cost: The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of the hearing room, if any, shall be borne equally by the parties.
5. Schedule: The parties shall jointly select a date for the mediation that is no later than [] days from the date a mediator is selected and the matter is to be concluded within [] days, subject to any extension recommended by the mediator and agreed to by the parties.
6. Termination of Agreement: Either party may terminate this agreement at any time during the mediation.
7. Confidentiality: All Information exchanged during the entire procedure shall be regarded as “without Prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.
8. Caucusing: The mediator is free to caucus with the parties individually, as he sees fit to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one party during such caucusing may only be disclosed to the other party(ies) with the former party’s express permission.
9. Prohibition against Future Assistance: It is agreed that the mediator will neither represent nor testify on behalf of any of the parties in any subsequent legal proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the mediator made in relation to this mediation are confidential and may not be used in any subsequent proceeding between the parties or where they are opposed in interest.