

AGREEMENT FOR MEDIATION AND/OR OTHER ASSESSMENT PURSUANT TO MAP

This agreement is subject to all provisions of the United States District Court for the Western District of Missouri's General Order for the Mediation and Assessment Program (MAP) (Eff. 11/14/19) and any other applicable guidelines for Case No. _____ . The undersigned

(print all names here whose signatures appear below), voluntarily agree with the following terms consistent with the assignment of this case to MAP:

- 1. Settlement is Voluntary:** All parties recognize that in the event of settlement, it is voluntary. The Director has no authority to impose a settlement on the parties. In the event settlement is reached, the Director may request that the parties execute a "Term Sheet" setting forth the essential/material terms for settlement.
- 2. Mediator and/or Facilitator:** The parties agree that Director Laurel Stevenson will serve to facilitate communication regarding disputes in the above-referenced case in the format to which the parties have agreed. The Director and the parties acknowledge they have no reason to believe it would be inappropriate for the Director to be involved in this matter.
- 3. The Director is Impartial:** The role of the Director is to facilitate communications between the parties (and as applicable, their attorneys and authorized representatives) to address and assist in resolving disputes. The Director is neutral and impartial and does not represent any party.
- 4. Pro Se Parties:** Any party without an attorney (pro se party) understands that the Director is not his or her attorney and is not giving him/her legal advice. While the Director discusses legal concepts and options with the pro se party and any other party, the Director is not giving legal advice. The pro se party agrees that s/he has not requested, received or relied on any legal advice from the Director. The pro se party also agrees that the Director has no duty to assert, analyze or protect any legal right or obligation of the pro se party.
- 5. Consulting With Attorneys:** During and between sessions with the Director and before completing a settlement agreement, the parties are encouraged to consult with their attorneys regarding their legal rights and obligations. While the Director discusses legal concepts and options with the parties, the Director is not giving legal advice or counsel to any person or entity in the session(s). The parties and their counsel agree they have not sought, received or relied on such advice and further agree the Director has no duty to assert, analyze or protect any legal right or obligation of any party or participant.
- 6. Caucuses:** The Director may hold private sessions with one party and/or their attorney at a time, including by e-mail, phone, Zoom, in-person or otherwise. These private sessions or "caucuses" are designed to improve the Director's understanding of the party's position. Information gained through the caucus may be disclosed by the Director to any other party

unless the party disclosing such information instructs the Director not to disclose such information to another party or parties.

- 7. Confidentiality:** The parties recognize and agree that sessions with the Director are confidential consistent with the MAP General Order and that (1) no participant or person may later testify or seek to compel the testimony of another in any proceeding as to what statements were made or omitted by any person in connection with the session(s) or what happened during the session(s); (2) no statements or materials made or omitted in the session(s) shall be subject to discovery in any proceedings; and (3) the disclosure by a party or by the Director of any information in the session(s) shall not alter its confidential or privileged character. The parties further agree that no one will record the session(s) and that they will not post or report to the media comments made in the session(s) and will not subpoena or otherwise seek to compel the Director or MAP staff to testify or produce records, notes, or work product in any proceedings as to what was said or produced in the session(s) or in any communication made as part of arranging for the session(s). Unless otherwise agreed, the results of the session(s) are not confidential. The parties understand that certain information from the session(s) may be used by the Director in reports, papers, presentations, etc., but that such information will not be linked to a specific case or a specific party outside the MAP office, unless otherwise required by Court order, applicable law or as necessary to defend any actions arising from the session(s).
- 8. Reporting Obligations:** If during any session(s) a matter comes to the Director's attention which the Director is obligated to report to any agency or authority, nothing contained herein shall prohibit the Director from making such a report or disclosure. The participants understand that the Director may be obligated to report the commission of a crime during the process or an expressed intent to commit a crime in the future, and nothing herein shall prevent the reporting of such crimes or expressed intents. The participants hereby agree to release and hold the Director, MAP staff and the MAP harmless from any damage suffered as a result of such disclosures.

Plaintiff(s) and Counsel

Defendant(s) and Counsel

Date: _____