

MEDIATION AGREEMENT

In connection with the MAP mediation of this dispute provided by MAP Director Jill A. Morris of the United States District Court for the Western District of Missouri, and subject to all provisions of the Court's General Order for the Mediation and Assessment Program (Eff. 9/1/15), the undersigned agree with the following terms:

1. **Settlement is Voluntary:** All parties recognize settlement in this mediation is voluntary, and the mediator has no authority to impose a settlement on the parties.
2. **Mediator:** The parties agree that Jill A. Morris will serve as mediator in this matter. The mediator and the parties acknowledge they have no reason to believe it would be inappropriate for this mediator to mediate this matter.
3. **The Mediator is Impartial:** The role of the mediator is to facilitate a discussion between the parties to help them reach a voluntary settlement of their dispute. The mediator 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 mediator is not his or her attorney and is not giving him/her legal advice. While the mediator discusses legal concepts and options with the pro se party and any other party, the mediator 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 mediator. The pro se party also agrees that the mediator 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 mediation sessions and before completing a settlement agreement, the parties to the mediation are encouraged to consult with their attorneys regarding their legal rights and obligations. While the mediator discusses legal concepts and options with the parties, the mediator is not giving legal advice or counsel to any person or entity in the mediation. The parties and their counsel agree they have not sought, received or relied on such advice and further agree the mediator has no duty to assert, analyze or protect any legal right or obligation of any party or participant.
6. **Caucuses:** The mediator may hold private sessions with one party at a time. These private sessions or "caucuses" are designed to improve the mediator's understanding of the party's position. Information gained through the caucus may be disclosed by the mediator to any other party unless the party disclosing such information instructs the mediator not to disclose such information to another party or parties.
7. **Confidentiality:** The parties recognize and agree that mediation sessions are confidential in that (1) no participant or person in the mediation 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 mediation session or what happened during the mediation; (2) no statements or materials made or omitted in the mediation shall be subject to discovery in any proceedings; and (3) the disclosure by a party or by the mediator of any

information in the mediation shall not alter its confidential or privileged character. The parties further agree that no one will record the mediation proceedings and that they will not post or report to the media any participant or mediator comments and will not subpoena or otherwise seek to compel the mediator to testify or produce records, notes, or work product in any proceedings as to what was said or produced in the mediation session or in any communication made as part of arranging for the mediation. Unless otherwise agreed, the results of the mediation are not confidential. The parties understand that certain information from the mediation may be used by the mediator 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 mediation.

- 8. Reporting Obligations:** If during the mediation a matter comes to the mediator’s attention which the mediator is obligated to report to any agency or authority, nothing contained herein shall prohibit the mediator from making such a report or disclosure. The participants understand that the mediator may be obligated to report the commission of a crime during the mediation 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 mediator, 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