

AGREEMENT FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)¹
PURSUANT TO THE MAP GENERAL ORDER

This Agreement is made pursuant to the Mediation and Assessment Program (MAP) of the United States District Court for the Western District of Missouri and is entered into voluntarily by those individuals reflected below and may be executed in subparts as if in the original.

The undersigned, whose printed names are stated on the line(s) below, agree to abide by the MAP General Order, any applicable guidelines, and the terms of this Agreement applicable to Case No. _____.

- 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’s Role and Scope:** The parties and all required participants under the MAP General Order agree that Director Laurel Stevenson will serve to facilitate communications regarding disputes in the above-referenced case in the format to which the parties have agreed. These communications may occur through any number of modes, including by e-mail, phone, Zoom, in-person or otherwise and may be through private sessions or “caucuses” with any one or more participant (referred to herein as “session(s)”).

The Director may hold one or more session(s) with any one party, required participant, and/or a party’s attorney at a time. Information gained through any session(s) or 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.

The session(s) are designed to improve the Director’s understanding of the party’s position. 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. The role of the Director is to facilitate communications between the parties (and as applicable, their attorneys and authorized representatives) and to otherwise assist in resolving the disputes consistent with the provisions of the MAP General Order.

The Director is neutral and impartial and does not represent any party.

¹ ADR may include mediation, facilitative communications (FC), neutral evaluation, mini trials, or any other form of ADR permitted under the MAP General Order and as agreed by the parties.

- 3. Confidentiality:** All participant(s) in any session(s) recognize and agree that communications with or at the direction of the Director are confidential consistent with the MAP General Order and that (1) no participant or other individual 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.

All participants in any session expressly understand and agree that they are prohibited from electronically recording any session(s) conducted pursuant to this Agreement. All participants further agree not to post in any manner to social media nor disclose confidential communications of any session(s) in any manner.

No one, nor anyone acting on behalf of any participant, unless required for persons with disabilities, may record by software application (including AI), video, or other recording device, any portion of any ADR-M or ADR-O session absent express written consent from the MAP Director. The recording prohibition applies to pre-ADR and post-ADR telephone calls conducted in accordance with the MAP General Order.

All participant(s) in any session agree 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).

- 4. Legal Concepts and Advice:** Any party with or without an attorney (*a pro se party is one without an attorney*) understands that the Director is not his or her attorney and is not giving him/her legal advice. Although the Director may discuss legal concepts, legal opinions, and options with any participant, including a pro se party, the Director is not giving legal advice. The participants, including any pro se party, agrees that s/he/them/they/theirs has not requested, received, or relied on any legal advice from the Director, and acknowledges that the Director has no duty to assert, analyze or protect the legal rights of any party.

5. Consulting With Attorneys: During and between any session(s) and before completing a settlement agreement, the parties are encouraged to consult with their attorneys, if any, regarding their legal rights and obligations.

6. 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 (if applicable)

Defendant(s) and Counsel (if applicable)

Additional Participants (including, if permissible, observers) - *specifically identify the relationship, if any, to any party*

Date: _____