

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. It may be executed electronically, by e-mail confirmation to the Director, or by regular signature, and may be executed in subparts as if in the original.

The undersigned agree to abide by the MAP General Order, any applicable guidelines, rules, protocols, or procedures, and the terms of this Agreement applicable to the following case:

Case No.: _____

Case Name: _____

- 1. Mediator and/or Facilitator's Role and Scope:** The parties and all required participants under the MAP General Order agree that Director Laurel Stevenson (hereafter referred to as Director) will serve as a "Neutral" as defined the MAP General Order to facilitate communications regarding disputes in the above-referenced case² (referred to herein as "ADR process"). The ADR process may be through a phased approach over the course of a day, or days, weeks, or months as expressly agreed. The Director does not charge the parties for services provided by the Director through the ADR process.

The ADR process may be conducted pursuant to other rules, policies, and guidelines not otherwise expressly mentioned herein, including but not limited to state statutes, court rules, or procedures promulgated consistent with the spirit and purpose of the MAP General Order. 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 in the ADR process is to facilitate communication between the parties (and as applicable, their attorneys, insurance representatives, and/or authorized representatives) to address risks, benefits, costs, and other aspects of the dispute(s). The Director is not the attorney for any party, and no attorney-client relationship exists between the Director and any participant as part of the ADR process. Resolution of disputes may include resolution of policies, and/or other matters that may or may not involve monetary compensation paid by one or more parties.

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.

² When appropriate and to the extent not inconsistent with any orders of the assigned Judge, the Director may assist the parties in addressing discovery disputes, including but not limited to Rule 26 disclosures and supplemental disclosures.

Neither the Director nor the Director's staff provide legal advice in connection with the ADR process, nor conduct themselves in a manner in which one particular organization, entity, or interest is above another.

When feasible and appropriate under the MAP General Order, communications as part of any ADR process may occur through e-mail, phone, Zoom or other virtual platform, in-person, or otherwise and may be through private sessions or "caucuses" with any one or more participants.

It is within the Director's discretion to disclose information gained through the ADR process to any other party as part of confidential MAP communications unless the party disclosing such information expressly requests the Director not to disclose such information to another party or parties.

The Director may withdraw from the ADR process if the Director deems it appropriate to do so, and if so, the Director shall advise the participants of the withdrawal. The Director is not required to disclose the reason(s) for withdrawal.

- 2. Participants:** Participants may include, but are not limited to, parties (and includes those acting pro se/without an attorney/self-represented), attorneys, support persons, insurance representatives, observers, and others who have been specifically identified. All participants engaging in any ADR process shall conduct themselves consistent with the spirit and purpose of the MAP General Order, and in accordance with any applicable rules, guidelines, or procedures applicable to their role in the ADR process.

All participants in any session expressly understand and agree that they are prohibited from electronically recording any ADR process conducted pursuant to this Agreement, unless otherwise expressly agreed to in writing. All participants agree not to post in any manner to social media nor disclose confidential communications as part of the ADR process in any manner.

All participant(s) in the ADR process 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 connection with the ADR process as to what was said or produced in connection with the process.

- 3. Legal Concepts and Advice:** All participants understand and agree that they will not receive nor be provided with any legal advice from the Director, and acknowledge that the Director has no duty to assert, analyze, or protect the legal rights of any participant.

The Director is not an attorney for any participant in the ADR process, whether or not such participant is represented. The Director may, when appropriate, provide legal information, and may address any participant's views of how a tribunal would resolve a legal or factual question. Any such communication is solely to assist the participant(s) in determining whether and/or how to resolve disputes and does not constitute legal advice.

4. **Consulting With Attorneys:** During and between any ADR process and before completing a settlement agreement or release, the parties (and if applicable, other participants) are encouraged to consult with their attorneys, if any, regarding their legal rights and obligations.
5. **Settlement is Voluntary:** All participants 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 that the parties have provided and agreed.
6. **Confidentiality:** All participant(s) in the ADR process 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 process; (2) no statements or materials made or omitted in the process shall be subject to discovery in any proceedings; and (3) the disclosure by a party or by the Director of any information in process does not alter its confidential or privileged character.

No one, nor anyone acting on behalf of any participant, unless required for persons with disabilities, may record by software application (including AI and/or GAI or any related technology), video, or other recording device, any portion of any ADR process without express written consent from the MAP Director. The recording prohibition applies to pre-ADR and post-ADR telephone calls and other virtual communications conducted in accordance with the MAP General Order.

Unless otherwise agreed, the results of the ADR process in the event of resolution are not confidential. The parties understand that certain information from the ADR process 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 ADR process.

7. Reporting Obligations: If during any ADR process the Director learns of information 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.

The undersigned executes this Agreement voluntarily and with a full understanding of the provisions. Signature may be electronic, hand-signed, and/or e-mail confirmation to the Director (via map@mow.uscourts.gov) and may be signed in subparts. ***Please place the date signed next to your signature AND print your name.*** If not dated, the Director may note the date.

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*
