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# Mediation Guidelines

## 1. DEFINITION OF MEDIATION

Mediation is a process under which an impartial person, the Mediator, facilitates communication between the parties to promote reconciliation, settlement or understanding among them. The Mediator may suggest ways of resolving the dispute but may not impose his own judgment on the issues for that of the parties.

## 2. AGREEMENT OF PARTIES

Whenever the parties have agreed to mediation, they shall be deemed to have made these rules, as amended and in effect as of the date of the submission of the dispute, as part of their agreement to mediate.

## 3. CONSENT TO MEDIATOR

The parties' consent to the appointment of the individual named as the Mediator in their case. The Mediator shall act as an advocate for resolution and shall use his best efforts to assist the parties in reaching a mutually acceptable settlement

## 4. CONDITIONS PRECEDENT TO SERVING AS MEDIATOR

The Mediator will only serve in cases in which the parties are represented by attorneys. The Mediator shall not serve as a Mediator in any dispute in which he has any financial or personal interest in the result of the mediation. Prior to accepting an appointment, the Mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting

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with the parties. In the event that the parties disagree as to whether the Mediator shall serve, the Mediator shall not serve.

## **5. AUTHORITY OF MEDIATOR**

The Mediator does not have authority to decide issues but will work to facilitate a voluntary resolution. The Mediator may conduct joint and separate meetings and may offer suggestions to aid in settlement. If needed, the Mediator may obtain expert advice on technical matters, provided the parties agree and cover the costs. Arrangements for such advice may be made by the Mediator or the parties, as determined by the Mediator.

## **6. MEDIATOR CANNOT IMPOSE SETTLEMENT**

The parties understand that the Mediator cannot impose a settlement; any agreement must be reached voluntarily. The Mediator will make every effort to assist the negotiations but does not guarantee that a settlement will be reached.

## **7. AUTHORITY OF REPRESENTATIVES**

PARTY REPRESENTATIVES MUST HAVE AUTHORITY TO SETTLE AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT. The names and addresses of such persons shall be communicated in writing to all parties and to the Mediator.

## **8. TIME AND PLACE OF MEDIATION**

The Mediator shall fix the time of each mediation session. The mediation shall be held at the office of the Mediator, or at any other convenient locations agreeable to the Mediator and the parties, as the Mediator shall determine.

## **9. PRIVACY**

Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

## **10. CONFIDENTIALITY**

Confidential information disclosed during mediation shall not be shared by the Mediator. All documents received by the Mediator during the mediation are confidential. The Mediator cannot be compelled to reveal these records or to testify in any legal proceeding. Any party who violates this confidentiality shall be responsible for all associated costs, including the Mediator's and other parties' legal fees, incurred in resisting such efforts.

## **11. USE OF INFORMATION**

Parties agree not to use or introduce the following as evidence in any legal or arbitration proceedings:

- a. Views or suggestions made by any party regarding settlement.
- b. Admissions made by any party during mediation.
- c. Proposals or opinions expressed by the Mediator.
- d. The fact that a party accepted or rejected any settlement proposal made by the Mediator.

## **12. NO RECORDING**

No formal or audio recording shall be made of any part of the mediation session.

## **13. NO SERVICE OF PROCESS NEAR MEDIATION SITE**

No subpoenas, summonses, complaints, or other legal documents may be served at or near the site of any mediation session.

## **14. TERMINATION OF THE MEDIATION**

Mediation may be terminated in one of the following ways:

- a. By signing a settlement agreement.
- b. By the Mediator declaring further efforts are no longer productive.
- c. By any party submitting a written declaration after one full session that they wish to terminate the process.

## **15. EXCLUSION OF LIABILITY**

The Mediator is not a necessary or proper party in judicial proceedings relating to the mediation. Neither Mediator nor any law firm employing Mediator shall be liable to any party for any act or omission in connection with any mediation conducted under these rules.

## **16. INTERPRETATION AND APPLICATION OF RULES**

The Mediator shall have the authority to interpret and apply these rules.

## **17. FEES AND EXPENSES**

The Mediator's daily fee must be agreed upon and paid in advance. Each party is responsible for the cost of their own witnesses. All other mediation costs, including the Mediator's fees and expenses, will be shared equally unless otherwise agreed.