

**ASSOCIATION OF ATTORNEY MEDIATORS – ILLINOIS CHAPTER**

**SETTLEMENT WEEK**

**CASE CAPTION/NUMBER:**

**MEDIATION AND CONFIDENTIALITY AGREEMENT**

1. Parties And Mediator: The undersigned parties, attorneys and mediator agree to participate in a mediation procedure pursuant to the following terms and conditions. The parties, attorneys and mediator are satisfied as to the ability of the mediator to act as a neutral and unbiased participant in these proceedings.

2. Date, Time And Place Of The Mediation Conference: The mediation conference shall be held on \_\_\_\_\_ [Date], beginning at \_\_\_\_\_ [Time], at \_\_\_\_\_ [Location].

3. Role Of The Mediator: It shall be the role of the mediator to assist the parties in reaching a settlement of their dispute. The mediator will not be the attorney for nor provide legal advice to any party. However, the mediator may express opinions on the applicability of the law to the facts to the extent such opinions may, in the judgment of the mediator, be helpful in facilitating a settlement. The parties agree they will rely solely on the advice of their own attorneys as well as their own judgment in arriving at a resolution of their dispute.

4. Good Faith Participation: The parties agree that they are entering into this mediation process in good faith and shall make a sincere effort to arrive at a mutually acceptable resolution of the dispute. During the proceedings, any party or the mediator may elect to terminate the mediation.

5. Attendance: All the parties shall appear at the mediation in person with their lead attorney of record, if any. A non-individual party shall appear by a duly authorized representative with authority to negotiate settlement of the dispute on behalf of that party. If any party shall not be able to attend the session on the scheduled date, the fact shall be communicated to the mediator and the other parties not less than seven (7) days in advance thereof.

6. Pre-Conference Submissions: The parties agree that a summary of each party's understanding of the facts and theory relative to the issues of liability and damages presented to the mediator, prior to the conference, would facilitate the role of the mediator in conducting a more expeditious and effective mediation. The summary should be submitted to the mediator and exchanged between the parties not less than seven (7) days prior to the conference and should not exceed six (6) pages. Portions of the summary may be designated as "Confidential: Solely for the Mediator."

7. Authority To Caucus: The mediator is authorized to meet and caucus with each party separately during the conference. Any communication or document disclosed to the mediator during the caucus may be communicated and disclosed to the other party unless the mediator is otherwise advised.

8. Confidentiality and Privilege: All oral and written communications made during any and all mediation sessions shall remain confidential and shall not be disclosed by the participants or the mediator in any court of law or other proceeding or to others without a need to know. The mediation is subject to the Illinois Uniform Mediation Act (“IUMA”), 710 ILCS 35/1, *et seq.* The mediator may only report on the mediation as provided in IUMA 710 ILCS 35/7. All mediation communications, as the term is defined in IUMA 710 ILCS 35/2 (2), are privileged against disclosure or excepted from such privilege as set out in IUMA 710 ILCS 35/4, 35/5 and 35/6.

9. Mediator Privilege And Immunity: The parties agree they will neither request nor subpoena the mediator to testify in any matter for any reason, nor will the parties request or subpoena the mediator’s notes, records or any materials in the possessions of the mediator, for any purpose. The parties agree to defend and indemnify the mediator in connection with any summons or subpoena arising out of the mediation proceeding. The parties also agree the mediator is not a necessary party in any judicial, quasi-judicial or administrative proceeding arising out of this mediation.

*[Signature page follows]*

**IN WITNESS WHEREOF**, all participants certify their agreement with the provisions of this Mediation and Confidentiality Agreement. This Agreement may be signed in counterparts.

Dated: \_\_\_\_\_

**PARTIES:**

PLAINTIFF:

DEFENDANT:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney for Plaintiff:

Attorney for Defendant:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**MEDIATOR:**

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