

Case name: \_\_\_\_\_

### **AGREEMENT TO TERMS OF MEDIATION**

By signing this agreement, we agree to participate in mediation regarding the above-listed matter. We understand that mediation is voluntary and we may decide to stop this process at any time. We further agree and understand that:

1. All mediation sessions and materials prepared for mediation are confidential.
2. No party or its attorney or other representative(s) will try to compel the mediator or any other participant to testify regarding statements made by any participant in mediation sessions or to produce any documents provided by anyone during mediation.
3. The mediator will not disclose confidential information provided during the mediation or testify voluntarily on behalf of or against any party.
4. The mediator may meet with each party separately; in this event, the mediator will not reveal what is said by a party without permission from that party to do so.
5. All parties and/or their attorneys or other representatives will attend the mediated sessions, provided, however, that the participant in attendance must have full authority to consent to the details of an agreement. No one else may attend the mediated sessions without permission of all parties and the consent of the mediator.
6. The mediator will not function as the representative of or legal counsel to any party. Each unrepresented party acknowledges that they understand that they may consult with and/or be represented by an attorney.
7. The mediator may terminate the mediation at any time if the mediator believes that the matter is inappropriate for mediation, the parties are not negotiating in good faith, or that they have reached an impasse and further mediation is unlikely to produce a resolution or have a significant impact on the issues between the parties.
8. If the parties reach a settlement, it shall be reduced to writing and, when signed, will be binding on all parties to the agreement.
9. The parties and their attorneys and/or representatives are bound by the confidentiality provisions of Connecticut General Statutes §52-235d.

\_\_\_\_\_  
By  
Name/ Attorney Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
By  
Name/ Attorney Name

\_\_\_\_\_  
Date

Dept. of Environmental Protection

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mediator

\_\_\_\_\_  
Date

SAMPLE