

Rules for Mediation

1. *Definition of Mediation.* Mediation is a process in 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 the mediator's 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, a part of their agreement to mediate.

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

4. *Conditions Precedent to Serving as Mediator.* The mediator will serve only in cases in which the parties are represented by attorneys. The mediator shall not serve as a mediator in any dispute in which the mediator has any financial or personal interest in the result of the mediation. Before accepting an appointment, the mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties. If the parties disagree about whether the mediator shall serve, the mediator shall not serve.

5. *Authority of Mediator.* The mediator does not have authority to decide any issue for the parties but will attempt to facilitate the voluntary resolution of the dispute by the parties. The mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to help the parties achieve settlement. If necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining the advice. Arrangements for obtaining such advice shall be made by the mediator or by the parties, as the mediator shall determine.

6. *Commitment to Participate in Good Faith.* While no one is asked to commit to settle the case in advance of mediation, all parties commit to participate in the proceedings in good faith with the intention to settle if at all possible.

7. *Parties Responsible for Negotiating Their Own Settlement.* The parties understand that the mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The mediator does not warrant or represent that settlement will result from the mediation process.

8. *Authority to Settle.* PARTIES MUST HAVE AUTHORITY TO SETTLE, AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT.

9. *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 location agreeable to the mediator and the parties, as the mediator shall determine.

10. *Identification of Matters in Dispute.* Before the first scheduled mediation session, each party shall provide the mediator with a completed and signed information sheet and consent to mediation on the form furnished by the mediator, setting forth the party's position with regard to the issues that need to be resolved. At or before the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issues and dispute. The mediator may require any party to supplement the information.

11. *Privacy.* Mediation sessions are private. The parties and their attorneys must attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

12. *Confidentiality.* Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. In certain instances, applicable law may require disclosure of information revealed in the mediation process. For example, section 261.101 of the Texas Family Code may require a mediator to disclose child abuse or neglect to the appropriate authorities. If confidential information is disclosed that is required to be reported, the mediator will advise the parties that disclosure is required and will be made.

All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. *Any party who violates this agreement shall pay all fees and expenses of the mediator and other parties, including reasonable attorney's fees, incurred in opposing the efforts to compel testimony or records from the mediator.*

The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitration, judicial, or other proceeding (a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; (b) admissions made by another party in the course of the mediation proceedings; (c) proposals made or views expressed by the mediator; or (d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

13. *No Record of Session.* There shall be no electronic or stenographic record of any session.

14. *No Service of Process at or Near the Site of the Mediation Session.* No subpoenas, summons, complaints, citations, writs, or other process may be served at or near the site of any mediation session on any person entering, attending, or leaving the session.

15. *Termination of Mediation.* The mediation shall be terminated (a) by the execution of a settlement agreement by the parties; (b) by declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) after the completion of one full mediation session, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

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

17. *Interpretation and Application of Rules.* The mediator shall interpret and apply these rules.

18. *Fees and Expenses.* The mediator's daily fee shall be agreed on before mediation and shall be paid in advance of each mediation day. The expenses of witnesses for either side shall be paid by the party producing the witnesses. All other expenses of the mediation, including fees and expenses of the mediator and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.