## IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

COUNTY: N	IEW CASTLE KENT	Sussex		
v.	Plaintiff(s) Defendant(s)	) ) ) ) ) ) )	C.A. No	

## AGREEMENT TO MEDIATE

This is an agreement by the parties and their attorneys (if applicable), whose signatures appear below, to submit to mediation in the above-captioned matter. We understand that mediation is a voluntary process, which we may terminate at any time.

By signing this agreement, we indicate our awareness that mediation sessions and all materials prepared for mediation are confidential. Each party agrees to make no attempt to compel the mediator's testimony against the other, nor to compel the mediator to produce any documents provided by the other party, nor to compel the other party to testify regarding statements made in mediation sessions. In no event will the mediator disclose confidential information provided during the course of the mediation or testify voluntarily on behalf of any party. The mediator may find it helpful to meet with each party separately; in this event, the mediator will not reveal what is said by one of us to the other(s) without permission.

We further agree that:

- 1. All parties, including a representative of the insurance carrier, if applicable, and the attorneys of all represented parties will attend the mediation sessions. No one else may attend without permission of all parties and the consent of the mediator;
- 2. The mediator will not function as the representative of or legal counsel to any party. Each unrepresented party acknowledges having been encouraged to consult with an attorney prior to signing any agreement;
- 3. The mediator has the discretion to terminate mediation at any time if the mediator believes that the case is inappropriate for mediation or that an impasse has been reached;
- 4. The only information relative to the mediation session(s) that will be reported to the Superior Court will be
  - 1. the fact that mediation session(s) was actually held; and
  - 2. whether the parties have reached an agreement or, in the alternative, whether the case should continue routinely through the judicial process. No other type of report will be prepared by the mediator and submitted to any court in connection with this case.

- If a settlement is reached, the agreement shall be reduced to writing and, when (5) signed, shall be binding upon all parties to the agreement and become part of the court record.
- (6) The parties and their attorneys and/or representatives are bound by the confidentiality provisions of Superior Court Civil Rule 16.1(l)(2)(B) and the civil immunity provisions of Superior Court Civil Rule 16.1(n).

Plaintiff's Attorney Plaintiff Defendant Plaintiff's Attorney Defendant's Attorney Plaintiff Defendant

Plaintiff's Attorney

Mediator

Plaintiff

Defendant's Attorney

Defendant's Attorney

Defendant

Date