



**MEDIATION AGREEMENT**

The undersigned parties hereby agree to participate in a Mediation of the above-captioned matter by NEMA, LLC ("NEMA") pursuant to the following terms and conditions:

**1. Scope of Submission.** The disputed issues submitted to Mediation are as follows:

\_\_\_ all issues raised in the claims and defenses of all the parties hereto.

\_\_\_ \_\_\_\_\_

**2. Applicable Guidelines.** NEMA's Rules of Mediation and Arbitration along with NEMA's Mediation and Case Evaluation Guidelines currently in effect and incorporated herein by this reference ("Guidelines") shall govern the Mediation of this case.

**3. Mediator.** The Mediator shall be: **Dennis J. Calcagno, Esq.**

**4. Fees and Expenses.** The parties shall pay NEMA all fees and expenses for which they are or shall become liable under NEMA's Guidelines and Fee Schedule currently in effect and incorporated herein by this reference. All fees and expenses shall be paid in advance of any scheduled mediation session.

**5. Confidentiality; Privilege; Exceptions.** No matter discussed in a joint session shall be disclosed without the consent of the party who volunteered the information. If applicable, sometimes, matters are discussed outside the individual and/or joint caucus session. For example, the mediator may be asked by either or both of the parties to assist in negotiating medical liens and/or workman's compensation liens to help effectuate the settlement. The parties agree that these matters also remain confidential unless waived by the parties. These matters may not remain confidential and may be outside the scope of this confidentiality agreement. Such efforts to assist the parties and speak with claim representatives and their associates may be construed as waiving said confidentiality. This will take place if both sides consent. Similarly, any information disclosed to the Mediator in a private caucus shall remain confidential unless that party(s) consents to its disclosure. There is no confidentiality or privilege attached to a signed written agreement that is willfully used to plan a crime, commit or attempt to commit a crime, conceal ongoing criminal activity, or threaten violence that requires a mandatory reporting. The mediation is in the nature of settlement discussions, and, to the extent provided by Rule 408 of the Federal Rules of Evidence and relevant Massachusetts law, all statements and documents submitted at the mediation are non-discoverable, inadmissible and without prejudice in any litigation or arbitration of the dispute. To the extent provided by Chapter 233, Section 23C of the Massachusetts General Laws, the parties shall not subpoena or otherwise require the Mediator or any employee of NEMA to testify or produce records, notes or work product in any such proceedings. Any party who violates this provision agrees to pay all fees and expenses incurred in opposing the efforts to compel testimony or disclosure of records. However, unless otherwise agreed, any settlement agreement resulting from the mediation may be legally enforceable and admissible in judicial or arbitration proceedings to enforce it. The parties understand and agree that the Mediator, or any employee of NEMA, has the same immunity as if this was a court-ordered mediation.

**6. Zoom (Remote Video Conferencing).** All individuals/participants acknowledge and agree that there are no other individuals/participants present who have not signed the Mediation Agreement. All discussions are strictly confidential. In the event of any technical failure or glitches, immediately call (617) 328-8888 or the mediator's cell phone, which will be provided at the mediation/arbitration. Any electronic signature is considered as original and binding.

**7. Entire Agreement.** This Agreement contains the entire agreement and understanding by and among NEMA and the parties. No representations, promises, agreements or understandings, written or oral, not contained in this Agreement, or the Guidelines expressly incorporated herein, shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

EXECUTED under seal as of the date set forth herein.

Date:

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

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

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

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

**CONFLICT CHECK**

The undersigned hereby confirms that the undersigned knows of no conflict of interest or other compelling reason to disqualify **Dennis J. Calcagno, Esq.** as the Mediator of the above-captioned matter.

No Conflict

Conflict (explain):

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

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

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

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

TAX ID#:  
**PERSONAL AND CONFIDENTIAL**  
ATTN:  
CLAIM #:

R E L E A S E

In consideration of \_\_\_\_\_ (\$\_\_\_\_\_) to be paid  
by \_\_\_\_\_, the receipt whereof is hereby acknowledged,  
I hereby remise, release and forever discharge the said \_\_\_\_\_  
and \_\_\_\_\_ from all debts, demands, actions,  
causes of action, suits, dues, sum and sums of money, accounts reckonings, bonds,  
specialties, covenants, contracts, controversies, agreements, promises, doings, omissions,  
variances, damages, extents, executions and liabilities and any and all other claims of  
every kind, nature and description whatsoever, both in LAW and EQUITY, which against  
the said \_\_\_\_\_ and \_\_\_\_\_  
or their heirs, executors, administrators, successors or assigns now have or ever had from  
the beginning of the world to this date and more especially on account of \_\_\_\_\_  
\_\_\_\_\_ as a result of \_\_\_\_\_, which took place on  
\_\_\_\_\_, at \_\_\_\_\_.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed in the presence of:

\_\_\_\_\_