**Agreement-Writing Checklist**

1. **Parties’ names**: List the parties’ names at the top, as a caption, or in the first sentence.

*Example [caption]*: In the matter of the mediation between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Example [caption]*: \_\_\_\_(Plaintiff)\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Defendant)\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Example [intro sentence]:* “The parties, \_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, …”

1.a. **Case Number**: Identify court case number, if applicable; identify DRC case number.

2. **Date and place of mediation**

*Example: “*We met for this mediation at (the DRC)/(other place) on (date) ”

3. **Reference to parties’ Agreement to Mediate**

*Example: “*We are here and are participating in this mediation (pursuant to a court order and) in accordance with an Agreement to Mediate, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.”

4.a. **Aspirational Terms:** If the parties have reached any general agreements about how they wish to behave in the future, these should be stated up front.

*Example:* “We plan to resume doing business together once this Agreement is fulfilled.”

*Example:* “We want to be good neighbors from now on.”

4.b. **Monetary Terms:**

* Who pays whom
* Amount

*Example*: \_\_\_\_\_\_\_ agrees to pay \_\_\_\_\_\_\_\_\_\_\_ a total of $\_\_\_.

* Final? (if so, indicate type of dispute, eg, “contract,” “neighbor”, “partnership”)

*Example:* “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to accept $ \_\_\_\_\_\_\_\_\_\_\_\_ in full settlement of this \_\_\_\_\_\_\_\_\_ dispute.”

* Type of payment (eg, cash, check, money order)(If cash, will there be a receipt?)

*Example*: “…by check made payable to \_\_\_\_”

* Delivery form; place (eg, in person, by mail)

*Example*: “\_\_\_\_ will mail this to Attorney \_\_\_’s office (list address)”

* Date due

*Example*: “… so that \_\_\_\_\_ receives it no later than (date) ”

* Form of payment (lump sum or installments; if installments, specify dates/amounts)

*Example*: “… which \_\_\_\_\_\_\_ will bring the 1st of each month to \_\_\_\_\_\_\_”

* What if payment is not timely?

*Example*: “If \_\_\_\_\_\_\_ is unable to make a payment, \_\_\_\_\_\_\_will contact \_\_\_\_\_\_\_”

* Paid in full today?

*Example*: “\_\_\_ paid \_\_\_\_\_ a check in the amount of $\_\_\_\_ today as payment in full for all the claims \_\_\_\_\_ had against \_\_\_\_\_ in this matter.”

4.c. **Other terms**:

If one party is supposed to do, act or perform in some way:

*Example:*   “ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to do \_\_\_\_\_\_\_\_\_\_\_\_\_. This will be completed by (date) .”

If a party has apologized and the parties want this acknowledged in their agreement:

*Example*: “\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has apologized to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ has accepted the apology.”

5. **Formal settlement document**?

* Who prepares it

*Example*: “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will prepare a final settlement and release of all claims.”

* Date by which it is to be completed

*Example:* “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will sign this final settlement and release by (date) .”

* What happens to it

*Example:* “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will send the final settlement and release documents to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for their signature by (date) . \_\_\_\_\_\_ will send a signed copy back to \_\_\_\_.”

* Dismissal of lawsuit

*Example:* “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will file the dismissal with the \_\_\_\_\_\_\_\_\_\_\_ court by (date) .”

6. **Future Dispute resolution?**

*Example*: “We agree to mediate through this Center any ambiguity or dispute that might arise during or as a result of the implementation of this Mediation Agreement, before going to court.”

7. **Confidentiality?**

- refer to parties’ Agreement to Mediate: does this cover it, or does something more need to be said in this document?

- extent—who needs to know? Eg, spouse, business partner, accountant. Consider defining the extent of confidentiality.

*Example*: “We agree that we will not discuss any aspect of this mediation with anyone who does not have a need to know. We may discuss it with the following: \_\_\_\_\_\_”

- Mediation Agreement itself?

*Example*: “We agree that everything said and written during the mediation process, other than this Mediation Agreement itself, will remain confidential unless disclosure was authorized by our Agreement to Mediate or is authorized by some provision of this Mediation Agreement.”

8. **Anything else?**

9. **Partial agreement:** If some issues have not been resolved, indicate that.

*Example*: “We have not resolved the issue concerning boat repair, and leave that to the court.”

10. **Signatures of each party:** Read the Agreement aloud to the parties before they sign it.