



**UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS**

ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

CBCA No.<Docket number>

Appellant: <Name>

v.

Respondent: <Name>

1. The purpose of Alternative Dispute Resolution (ADR) in this matter is to assist the parties to resolve the issues in dispute between Appellant and Respondent (collectively, “the parties”) outside of the Board’s traditional adversarial setting.

2. a. Judge <Name> of the United States Civilian Board of Contract Appeals agrees to act as an ADR neutral in this matter in accord with the terms of this Agreement.

b. The ADR neutral will facilitate resolution of the case using the ADR method agreed to by the parties. These may include mediation, arbitration, early neutral evaluation, negotiation, or some combination of these.

c. The ADR neutral will not have authority to resolve this action and will not act as an advocate for any party.

3. a. The entire ADR process will be confidential. Documents prepared for any phase of the ADR procedure, any statements made by any person during the ADR meetings or sessions, and any communications between counsel relating in any way to the ADR or settlement will be inadmissible for any purpose and shall not be used or referred to in any subsequent litigation if a settlement is not achieved. However, evidence otherwise admissible or discoverable shall not be rendered inadmissible or undiscoverable because of its use in the ADR process.

b. The parties and counsel agree not to subpoena the ADR neutral or any documents prepared by or for submission to the ADR neutral. In no event will the ADR neutral voluntarily testify on behalf of any party or third-person or submit any type of report in connection with this ADR process.

c. During the course of the process, the parties, counsel, and ADR neutral will not discuss any matter relating to the ADR with the press or any third party except by express written permission of the other party and counsel.

d. Documents and information contained therein submitted to the ADR neutral shall be deemed subject to release to or discussion with the non-disclosing party unless the disclosing party designates in writing, by an appropriate legend or otherwise, that the document or information therein should be treated as confidential and not disclosed to the other party. Any information that is conveyed orally shall likewise be deemed subject to release to the non-disclosing party unless the disclosing party requests confidential treatment for such information, which request may be made orally.

e. Documents or information designated as privileged under the attorney/client or attorney work product doctrines that are disclosed to the ADR neutral shall be kept confidential by the ADR neutral unless the disclosing party otherwise agrees. Disclosure of such documents or information to the ADR neutral shall not be deemed by the parties to be a waiver of any privilege.

4. The ADR neutral will review any written information submitted by the parties and counsel and may request position papers from each side outlining the legal and factual issues in the dispute as well as the range of settlement options. It is recognized that a party's settlement position(s) may not be fully developed until participation in the ADR sessions. Both parties commit to develop good faith settlement options so that ADR will be effective.

5. The entire ADR process will be non-binding, unless and until the parties agree in writing upon a binding settlement. No party or counsel shall be bound by anything said or done during the ADR process unless a written settlement is reached and executed by all necessary parties and counsel. If a settlement is reached, the agreement shall be reduced to writing, and when signed and approved by the appropriate authorities for all parties and counsel, shall be binding upon all parties and counsel to the agreement.

6. This ADR Agreement will become final once all of the parties, or their counsel have signed it. This Agreement may be signed in counterparts.

By signature below, the parties acknowledge that they have read, understand, and agree to this ADR Agreement.

On Behalf of the Appellant:

On Behalf of the Respondent:

<Typed Name>

<Firm>

<Typed Name>

<Agency>