

CONFIDENTIALITY AGREEMENT

Identification of case/dispute:

The term “mediation” means a process in which parties work with a neutral(s) who assists the parties in reaching a voluntary agreement to resolve a conflict, issue and/or dispute. The term “mediator” means the neutral(s) who assists the parties in the process. The term “mediation communication” means a communication, by speech, writing, or conduct, made as part of a mediation or made for the purpose of considering, initiating, continuing, reconvening, or evaluating a mediation or a mediator. The term “participant” includes parties and all persons present during the mediation.

The mediator(s) and the participants in this mediation agree that:

1. The mediator(s) and the participants shall maintain the confidentiality of all mediation communications, and may not disclose or be compelled to disclose any such communication, subject only to the following exceptions. A mediator or participant may disclose mediation communications (a) to a potential victim or to appropriate law enforcement authorities to the extent that the mediator or participant reasonably believes the disclosure is necessary to prevent bodily harm or death to the potential victim; (b) to the extent necessary to assert or defend against allegations of mediator misconduct or negligence; (c) to the extent necessary to assert or defend against allegations of professional misconduct or malpractice by a party or participant, except that a mediator may not be compelled to participate in a proceeding arising out of the disclosure; and (d) to the extent necessary to assert or defend against a claim or defense that, because of fraud, duress, or misrepresentation, a contract arising out of a mediation should be rescinded or damages should be awarded.
2. The participants will not subpoena the mediator(s) or any documents submitted to or prepared during or in connection with the mediation process, subject only to those exceptions contained in paragraph 1. The mediator(s) will not testify voluntarily, subject only to those exceptions contained in paragraph 1.
3. All mediation communications, oral and written, made during or in connection with the mediation are confidential, subject only to those exceptions contained in paragraph 1, with the understanding that information that is otherwise admissible or subject to discovery does not become inadmissible or protected from disclosure solely by reason of its use in mediation.
4. The mediator(s) may meet privately with the participants at any time during the mediation, with the understanding that these rules of confidentiality apply to such meetings unless waived by the participant as to some or all of the mediation communications made during the private meeting.

5. A document signed by the parties that reduces to writing an agreement or points of agreement reached by the parties as a result of the mediation is not confidential unless the parties agree in writing to exclude part or all of the document from public disclosure.
6. The mediator(s) have read and will abide by the Maryland Standards of Conduct for Mediators during the mediation.
7. The mediator(s) are serving as neutrals and not as advocates for any party. The mediator(s)' statements do not constitute legal advice. The parties are strongly encouraged to seek legal advice from their own counsel.

Date: _____

Mediator

Mediator

Party

Party

Party's Attorney

Party's Attorney

Party

Party

Party's Attorney

Party's Attorney

Party

Party

Party's Attorney

Party's Attorney

Person Present

Person Present