

DAVID A. ROTMAN
MEDIATED NEGOTIATIONS

CONFIDENTIALITY AGREEMENT

File Name: _____

File No: _____

In order to promote communication among the parties and the mediator and to facilitate settlement of the dispute, all parties agree that the mediator has no liability for any act or omission in connection with the mediation, and further agree as follows:

The mediator is a neutral intermediary who may not act as an advocate for any party or provide legal advice or counsel to any party.

All statements made during the course of the mediation or in mediator follow-up thereafter at any time prior to complete settlement of this matter are privileged settlement discussions, are made without prejudice to any party's legal position, and are non-discoverable and inadmissible for any purpose including in any legal proceeding.

The privileged character of any information is not altered by disclosure to the mediator. Disclosure of any records, reports or other documents, received or prepared by the mediator cannot be compelled. The mediator shall not be compelled to disclose or to testify in any proceeding as to (i) any records, reports, or other documents received or prepared by the mediator or (ii) information disclosed or representations made in the course of the mediation or otherwise communicated by or to the mediator in confidence.

No aspect of the mediation shall be relied upon or introduced as evidence in any arbitral, judicial, or other proceeding, including, but not limited to:

- (a) Views expressed or suggestions made with respect to a possible settlement of the dispute;
- (b) Admissions made in the course of the mediation proceedings; and
- (c) Proposals made or views expressed by the mediator or the response of any party

Since the parties are disclosing sensitive information in reliance upon this agreement of confidentiality, any breach of this agreement would cause irreparable injury for which monetary damages would be inadequate. Consequently, any party to this agreement may obtain an injunction to prevent disclosure of any such confidential information in violation of this agreement.

Any party breaching this agreement shall be liable for and shall indemnify the non-breaching parties and the mediator for all costs, expenses, liabilities, and fees, which may be incurred as a result of such breach.

To the extent that they are applicable, state law and/or the Federal Rules of Evidence apply to this mediation.

Dated _____ and signed before commencement of the mediation by each of the persons whose signature appears below.

Mediator

Parties:

Parties:

