



Agreement to Confidentiality, Privilege, and Mediator Disclosure Statement

Re Mediation in [insert mediation names]:

[Insert case number if applicable]:

The undersigned parties, representatives of parties, their respective attorneys and any other persons present for this mediation conference acknowledge reading and agreeing to any and all matters in the mediation of the above captioned case as follows:

1. This proceeding is confidential and privileged as settlement negotiations.
2. In some states, including [insert if applicable], confidentiality is mandated by law.

Therefore, you must conduct this mediation privately. You may not have another person not involved in the mediation in the room or within hearing distance when using any information and communication technology to participate in the mediation. The parties agree that they will inform the Mediator and each other in advance of the mediation of the names of all persons attending, participating or who are able to hearing any communications in the mediation using a virtual platform, each of whom agrees to sign this Agreement. Each party expressly agrees no persons will attend, participate or be allowed to listen in on the hearing without the prior consent of all Parties and the Mediator.

3. Each signatory agrees that no one is allowed to audio or video record any mediation session or any part of it. In the event any participant learns of an audio or video recording of any session, they will take immediate measures to destroy the recording and will not disseminate the recording to any others. Each signatory also agrees that they will not transmit a live or deferred video or audio relay of the online mediation session(s) to any third party.
4. The parties will ensure that each additional attendee at the mediation for which that Party is responsible also acknowledges and agrees to the audio and video recording prohibition by signing the Agreement below.
5. Each attendee commits to minimizing the chance of inappropriate disclosures, including protecting access to any e-mails, notes or other information relating to the mediation which may be stored in their computer or elsewhere, and to minimizing the consequences of any such disclosures should they occur.

Each signatory understands that, given the nature of information and communication technology, it is not possible to completely control where or how some personal information may be collected, stored or accessed. By signing this agreement, each signatory specifically agrees that [Insert Name of Mediator] can use information and communication technologies in the context of the mediation.

6. Prior to providing mediation services, [Insert Mediator's Name if an Attorney] has informed the parties and their counsel, if any, that the mediator may not act as an advocate for any party during the mediation and that he/she has no known conflict of interest in mediating this case. The mediator's role shall be as a neutral intermediary, acting to encourage and to facilitate the resolution of a dispute in an informal and non-adversarial process with



the objective of helping the disputing parties reach a mutually acceptable and voluntary agreement. The decision-making authority rests with the parties. The mediator’s role includes, but is not limited to, assisting the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

I acknowledge that I have read, had my questions, if any, answered and understand the above. I agree that the mediation shall take place under the above terms and conditions.

Attorney for: [Insert Party Name]	Principal:
Attorney for: [Insert Party Name]	Principal:

Name of Mediator:
Phone Number:
Email Address:
State Bar No.: [insert if member of State Bar]
Date:



120 Broadway, 21st Floor
New York, NY 10271
Telephone: +1 800.778.7879
information@adr.org

Visit us on the Web at adr.org

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EXPERTISE *Matters.*

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