

## REMOTE MEDIATION PARTICIPATION AGREEMENT AND CONFIDENTIALITY

This is an AGREEMENT TO MEDIATE AND CONFIDENTIALITY between

\_\_\_\_\_ and \_\_\_\_\_

who agree to the following conditions of the mediation.

1. **You understand that mediation is an informal, cooperative, voluntary process.** Your presence in mediation reflects your intention to work toward a resolution of this dispute, and you agree to give your mediation process a fair and reasonable opportunity to accomplish this goal. To this end, you agree to be truthful and candid in your statements during mediation and to conduct yourself in a manner that indicates a good-faith attempt to resolve your dispute.
2. **Your mediator is neutral** and will not assess blame or fault and will not evaluate the merits of any participant's views. You understand that your mediator will not provide any legal or other advice, and that your mediator cannot and will not impose any agreement upon you.
3. **Mediation is a confidential process.** You agree that any statement made by any participant or by the mediator during any mediation session outside or in preparation for mediation is confidential and will not be used outside of the mediation process except as may be required by law. Participants agree not to subpoena the mediator or any documents prepared for mediation or the mediator's notes in any subsequent legal proceeding. Any settlement agreement reached by the participants in mediation expressly is NOT included in this agreement of confidentiality, and such an agreement may be divulged or subpoenaed in appropriate circumstances.
4. You agree not to be under the influence of alcohol or drugs, prescribed or otherwise, which may impair your ability to make decisions during the mediation sessions.
5. You agree to be available at a scheduled mediation session time, and you agree to cancel a scheduled session only with at least 48 hours' notice. You understand that you may be assessed up to \$150.00 mediator costs for any session that you miss or that you cancel within 48 hours of the scheduled time.
6. You acknowledge that the mediator has taken reasonable precautions to ensure the confidentiality of the remote mediation, and that he/she makes no representations or guarantees as to the security of the remote mediation platform being used: \_\_\_\_\_ (WebEx, Skype for Business, etc.).
7. You will not video or voice record any part of the remote mediation session; nor will you allow anyone else to record any part of it. This includes, but is not limited to, the use of desktop or mobile phone recording apps.

8. You will not allow any child(ren) to be present in the room or within hearing distance during the remote mediation session.
9. You will not allow any third parties (including your spouse or significant other) to be present in the room or within hearing distance during the remote mediation session without the express consent of all participants and the mediator. If a third party enters the room during the remote mediation session, you will immediately bring it to the attention of the mediator and other participants even if that means you have to interrupt someone who is speaking.
10. You understand that the mediator reserves the right to end the mediation session at any time he/she feels that the mediation is no longer productive, or if a breach of these terms has occurred.

Participant	Date	Counsel	Date
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Participant	Date	Counsel	Date
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Mediator	Date
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**Mediator: Please retain this agreement in your records.**