

GIBBONS MEDIATION CONFIDENTIALITY AGREEMENT

CASE NAME: _____

I. Participants and Procedure

The parties and their representatives are invited to attend mediation sessions. No one else may attend without the permission of the parties and the consent of the mediator.

During the session, the mediator may have joint and separate meetings with the parties and their counsel. If a party informs the mediator that information is being conveyed to the mediator in confidence, the mediator will honor that. The parties agree that the mediator is not acting as an attorney or providing legal advice on behalf of or to any party.

A party may terminate its participation for any reason at any time in the process by giving notice to the mediator and the other parties of its intent to do so. The mediator and the parties will remain bound by the confidentiality provisions of this Agreement and will also continue to remain bound by their agreement to pay for the services of the mediator rendered up to and including the point of withdrawal.

II. Disclosure

The mediator, each party, and counsel confirm that they have disclosed any past or present relationship or other information that a reasonable person would believe could influence the mediator's impartiality and that no conflict of interest or appearance of a conflict of interest exists.

III. Confidentiality

The parties, counsel and the mediator agree that the entire mediation process is confidential. This is done in order to facilitate discussion and promote communication among the parties for the purpose of settlement. All statements, written or oral, made during the course of the mediation are privileged settlement discussions and are made without prejudice to any party's legal position, and are inadmissible for any purpose in any legal proceeding. These offers, promises, conduct and statement are privileged and inadmissible for any purpose, including impeachment, under F.R.E. 408 and Pa.R.E. 408, any other applicable federal law or state statute, rules or common law.

IV. Exclusion of Liability

All parties agree to make no attempt to compel the mediator's testimony or to compel the mediator or his employees to produce any document provided by any party to

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the mediator. The parties agree to defend the mediator from any subpoenas from any outside parties arising out of this Agreement or mediation session. The parties further agree that the mediator is not a necessary party in any proceeding relating to the mediation or to the subject matter of the mediation. Neither the mediator nor his employees shall be liable to any party for any act or omission in connection with any mediation conducted under this Agreement.

V. Records

Any documents provided to the mediator by the parties may be destroyed by the mediator thirty (30) days after the conclusion of the mediation, unless the mediator is otherwise instructed by the parties.

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