

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

Plaintiff

Civil Case No.: _____

Defendant

CONFIDENTIALITY AGREEMENT FOR MEDIATION

Consistent with the Maryland Rules of Procedure 17-105, the parties and attorneys (“parties”) in this mediation conference whose signatures appear below agree that:

1. **Self Determination:** The parties work with the mediator in reaching their own voluntary agreement for the resolution of the dispute. The mediator shall not provide legal advice. Any party may request a break to consult with their attorney or other advisor at any time. Any party may withdraw from mediation at any time.
2. **Mediator Confidentiality:** Except as provided in paragraph 7 below, the mediator and any designees of the court (“designees”) shall preserve and maintain the confidentiality of all oral or written communications made in connection with or during a mediation conference. The mediator and designees may not disclose or be compelled to disclose these communications.
3. **Party Confidentiality:** Except as provided in paragraph 7 below, the parties and any person present at the mediation at the request of a party (“participant”) may not disclose or be compelled to disclose any oral or written communications made in connection with or during a mediation conference. The parties may agree in writing to maintain the confidentiality of mediation communications and may require any participant to maintain the confidentiality of these communications.
4. **Agreement:** No party shall be bound by anything said or done at the mediation conference unless a settlement is reached. If a settlement is reached, the agreement shall be reduced to writing and when signed, shall be binding upon all parties to the agreement. A signed document by the parties constituting an agreement reached by the parties as a result of the mediation is not confidential, unless the parties agree otherwise. The parties and mediator understand that the mediator does not author the agreement but only records points of agreement expressed and adopted by the parties.
5. **Discovery:** Mediation communications that are confidential are not subject to discovery; however, 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.
6. **Subpoena:** The parties agree not to subpoena the mediator, any designee, or any documents prepared in the course of or in connection with the mediation.
7. **Permitted Disclosures:** Anyone present at the mediation including the mediator, parties, any participant and designee may, but cannot be compelled to, disclose or report mediation communications in the following situations:

- (a) to a potential victim or to the appropriate law enforcement authority to the extent that they reasonably believe the disclosure is necessary to prevent bodily harm or death to the potential victim or abuse and/or neglect of a child or vulnerable adult;
- (b) when relevant to assert or defend allegations of mediator misconduct or negligence;
- (c) when relevant to a claim or defense that a contract arising out of mediation should be rescinded because of fraud, duress, or misrepresentation; and
- (d) as otherwise required by law.

8. **Mediator's Communication:** The mediator may communicate to the court that a mediation has occurred or has terminated; whether required parties have attended and participated in the mediation and have provided information as requested; whether an agreement was reached; and whether further mediation is recommended or if the mediation should be terminated. Should the parties request that the court consider a consent order, the mediator may disclose whatever information is deemed necessary by the court to approve, deny, or revise the proposed consent order of the parties.

9. **Maryland Standards of Conduct for Mediators:** The mediator has read and consistent with State law, will abide by the Maryland Standards of Conduct for Mediators.

By signing below, I acknowledge this ____ day of _____, 20____ that I have read, understand and agree to abide by this agreement.

Plaintiff

Defendant

Plaintiff's Attorney

Defendant's Attorney

Plaintiff

Defendant

Plaintiff's Attorney

Defendant's Attorney

Mediator

Date

Upon completion, this agreement should be forwarded by the mediator to the DCM Office for placement in the court file.