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CO-MEDIATION CONFIDENTIALITY AGREEMENT

This co-mediation is deemed confidential. In voluntarily participating in the mediation, the parties and the co-mediator hereby agree to be bound by the following confidentiality provisions.

1. The parties agree that any and all notes, records, documents or recordings generated during the course of the co-mediation shall remain confidential and shall not be disclosed in any pending or future action relating to the subject matter of the mediation.
2. The parties agree not to attempt to compel the co-mediator(s)'s testimony against the other party.
3. The parties agree not to compel the neutral co-mediator(s) to produce any documents provided by the other party.
4. The parties agree not to testify regarding any statements made in the co-mediation sessions.
5. Each party agrees not to compel the other party to testify regarding statements made during the co-mediation sessions.
6. The co-mediator(s) may not disclose any information obtained during the co-mediation in any subsequent legal or administrative proceeding.
7. Any information shared with the co-mediator(s) by a party in confidence shall remain confidential both during and after the co-mediation unless said party specifically gives permission to disclose said information.
8. The co-mediator(s) agrees not to testify or serve as a witness, consultant, or expert or provide any written documentation in any pending or future action relating to the subject matter of the co-mediation, including those between persons not parties to the co-mediation.

9. Should a neutral co-mediator(s) be subpoenaed to testify regarding any oral or written information provided during a co-mediation, the co-mediator(s) shall advise the parties and the Court as soon as practicable so that the parties and the Court may consider appropriate action.

10. Nothing in this agreement is intended to prohibit, or should be construed to prohibit, the parties from using a written settlement agreement reached as a result of this co-mediation as evidence in any proceeding to enforce the terms of such settlement agreement. Nothing in this agreement is intended to prohibit, or should be construed to prohibit, the parties or the co-mediator(s), from testifying regarding the signing and authenticity of a written settlement agreement reached as a result of this co-mediation.

Agreed this day _____ of _____, 200_.

Party

Party

Party's Representative (if applicable)

Party's Representative (if applicable)