

**MEDIATION DISCLOSURE/CONFIDENTIALITY AGREEMENT**

Matter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for the opportunity to help you resolve your dispute. Here are some important statements about the mediation process and my role as the mediator, a confidentiality agreement and some disclosures required by ethical rules. The parties, their attorneys/representatives and all other participants should read and sign this agreement.

Voluntary process:

- Mediation is a voluntary process. Any resolution or partial resolution of the dispute in mediation will be by voluntary agreement of the parties. I have no authority to and will not impose any resolution against the will of any party. Any party to the mediation may withdraw at any time, in which case the mediation will terminate unless the remaining parties agree to continue.
- The mediation will start with a general session. Usually I invite the parties’ representatives to make brief opening statements regarding their cases. I will also invite the parties and other participants to make any statements they choose to make.
- After the general session, I usually separate the parties and meet separately with them.
- During the mediation I may offer a personal evaluation of the facts as presented, state my personal opinion of what the law is and discuss a range of possible outcomes of the trial or arbitration.
- The parties and other participants should be as candid with me regarding their views, concerns and expectations as is comfortable.

No legal services: Although I am an attorney, I will not provide legal services or advice to any party or participant to the mediation and will not act as an attorney for any of the parties or other participants. I encourage the parties to seek independent advice from their lawyer or representative.

Counterparts: This agreement may be signed in counterpart.

Confidentiality:

- All communications, negotiations and discussions in the course of the mediation shall be kept confidential, except that a signed, written settlement agreement that provides that it is binding or enforceable shall be admissible for enforcement purposes.
- The attorney-client and work product privileges are not waived by disclosure of information or documents to me.
- No evidence of anything said in the course of the mediation shall be admissible or subject to discovery. No writing prepared for the purpose of, in the course of or pursuant to the mediation shall be admissible or subject to discovery.
- Anything said, any admission made, or any writing that is inadmissible, protected from disclosure and confidential before the mediation ends shall remain so to the same extent after the mediation ends.
- Information revealed to me in confidence in separate communications with a party will not be disclosed to anyone else if that party requests that I not reveal the information.

Disclosures:

- Although I retired from Keesal, Young & Logan (KY&L) in 2005 and am neither a shareholder nor employee, I remain of counsel and KY&L gives me free use of its conference rooms. KY&L currently is representing or has represented: \_\_\_\_\_
- Prior service as a mediator in another mediation involving any of the participants: \_\_\_\_\_
- Current/currently expected service as a mediator in another mediation involving any of the parties, their attorney or representative: \_\_\_\_\_
- Personal knowledge of disputed evidentiary facts: \_\_\_\_\_
- Service as a lawyer in this disputed matter: \_\_\_\_\_
- Financial interest in the subject matter of the mediation or in a party to the mediation: \_\_\_\_\_
- Relatives of mine who are a party to the mediation or an officer, director or trustee of a party to the mediation: \_\_\_\_\_
- Relatives of mine who are lawyers for parties in the mediation or are associated in the private practice of law with a lawyer in the mediation: \_\_\_\_\_

\_\_\_\_\_  
Robert H. Logan, Mediator      Date

LOGAN MEDIATION

Parties:

_____	_____
_____	_____
_____	_____

Attorneys/Representatives:

_____	_____
_____	_____
_____	_____

Other Participants:

_____	_____
_____	_____