

SAMPLE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON**

**CONFIDENTIALITY AGREEMENT
Local Bankruptcy Rule 9019-2**

Note: This document is to be retained by the mediator and is not filed with the court or made part of the court's docket in the matter being mediated.

This agreement may, at the request of the mediator, be signed prior to the commencement of the mediation conference by all parties, their counsel and the mediator.

Towards the desired goal of open and complete communication to enable parties to settle their dispute, all parties agree as follows:

1. All statements made during the mediation conference or otherwise in furtherance of the resolution process are protected by and subject to Federal Rule of Evidence 408, Federal Rule of Bankruptcy Procedure 7068 and Local Bankruptcy Rule 9019-2, are privileged and are not discoverable. The mediator has, however, an affirmative duty to disclose any statements made which relate to the commission of a crime.
2. Information and representations made for the first time during or in connection with the mediation process shall be considered confidential unless otherwise agreed to in writing by all the parties with the exception of information or representations that relate to a crime.
3. The mediator shall not be compelled to testify in any civil proceeding as to any information provided or representations made for the first time during or in connection with the mediation process nor shall documents of any sort received or prepared by the mediator be discoverable in a civil proceeding. However, nothing herein shall exclude any evidence otherwise discoverable merely because it is presented in the course of a mediation conference, or any evidence offered for another purpose, such as proving bias or prejudice of a witness, negating a contention of undue delay, or proving an effort to obstruct a criminal investigation or prosecution.
4. With the exception of information, representations or documents which relate to the commission of a crime, nothing occurring in connection with the mediation process may be introduced as evidence or relied upon in any legal or quasi-legal proceeding. However, nothing herein shall preclude the mediator or a participant from complying with federal and state statutes.
5. In the event of a breach of this confidentiality agreement, the breaching party shall be liable for all costs, expenses, liabilities and fees including attorneys' fees which the non-breaching party and mediator may incur as a result of the breach. The breaching party shall indemnify the non-breaching party and the mediator.

MEDIATOR:

Signature Date

Printed Name

PARTY:

Signature Date

Printed Name

Title

PARTY:

Signature Date

Printed Name

Title

PARTY:

Signature Date

Printed Name

Title

PARTY:

Signature Date

Printed Name

Title