

**United States Bankruptcy Court
District of Maryland
Bankruptcy Dispute Resolution Program**

Confidentiality Agreement

This agreement is to be signed prior to the commencement of the Bankruptcy Dispute Resolution Program Conference (BDRP Conference) by all parties, their counsel and the Resolution Advocate.

All parties agree as follows:

1. All statements made during the BDRP Conference or otherwise in furtherance of the resolution process are protected by and subject to Federal Rule of Evidence 408 and are privileged and are not discoverable. The Resolution Advocate has, however, an affirmative duty to disclose any statements made which relate to the commission of a crime to the appropriate authorities.

2. Information provided and representations made for the first time during or in connection with the resolution process must 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 Resolution Advocate may not be compelled to testify in any civil proceeding as to any information provided or representations made during or in connection with the resolution process.

4. Nothing presented by another party in the course of a BDRP matter may be introduced into evidence or relied upon in any legal or quasi-legal proceeding, except for information, statements or documents relating to the commission of a crime or evidence otherwise admissible under Federal Rule of Evidence 408.

Nonliability of Resolution Advocate: Toward the desired goal of open and complete communication to enable parties to settle their disputes, all parties agree that the Resolution Advocate will not be held liable for any act or omission connected to the resolution process.

Breach of Confidentiality Agreement: In the event of a breach of this confidentiality agreement, the breaching party is liable for all costs, expenses, liabilities and fees including attorneys' fees which the non-breaching party and Resolution Advocate may incur as a result of the breach.

Date _____

Resolution Advocate

Parties

Local Bankruptcy Form J-3

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
at _____**

IN RE:	*	
	*	Case No. _____
Debtor(s)	*	Chapter _____
-----	*	
	*	Adversary No. _____
	*	
Plaintiff(s)/Movant(s)	*	INITIAL MEDIATION CONFIDENTIALITY AGREEMENT
vs.	*	
	*	<u>CONFIDENTIAL - NOT TO BE FILED</u>
Defendant(s)/Respondent(s)	*	<u>WITH THE COURT</u>
	*	

This is an Agreement between the parties and the Mediator to enter into confidential discussions about the mediation of the following issues: _____

[Attach additional page(s) if necessary.]

The undersigned understand and agree to the strict confidentiality of their mediation. Mediation discussions, any draft resolutions and any unsigned mediated agreements must not be disclosed to anyone not involved in the Mediation Program and will not be admissible in any court or administrative proceeding. Only an agreement signed by all parties may be so admissible.

The parties further agree not to call the Mediator to testify concerning the mediation nor to provide any materials from the Mediation Program in any court or administrative proceeding between the parties.

In addition, the Mediator will not be compelled to divulge any materials from the Mediation Program or to testify in regard to the mediation in any judicial or other proceeding.

Dated: _____

(Name of Party)

(Signature of Party)

Dated: _____

(Name of Party's Counsel)

(Signature of Party's Counsel)

Dated: _____

(Name of Party)

(Signature of Party)

Dated: _____

(Name of Party's Counsel)

(Signature of Party's Counsel)

Dated: _____

(Name of Mediator)

(Signature of Mediator)

[Attach additional page(s) if necessary.]