



GLOBAL INTERMEDIATION

Statement of Understanding

[Name of Matter]

[Reference Number]

To promote open discussion, facilitate better communication, and find creative solutions to reach an amicable settlement of the parties' disputes, the participants agree as follows:

1. Confidentiality of Mediation

- 1.1. This mediation is private and confidential. Briefs, documents, and other materials submitted for the mediation shall be "without prejudice." No recording or stenographic transcription of any kind shall be made of any mediation session, including joint and separate meetings and conferences with the Mediator.
- 1.2. The Mediator and all parties to the mediation, including without limitation, their respective counsel, representatives, advisors, experts, witnesses, and other persons involved in the mediation (collectively "Related Persons"), shall not use, divulge, disseminate, or otherwise disclose to any outside person any communication, documents, or other information exchanged or used during the mediation; *provided, however,* the Mediator may disclose any communication, documents, or information in the following limited circumstances: (1) all parties consent in writing to the disclosure; (2) the highest court in a competent jurisdiction issues or affirms a final order compelling the Mediator to make the disclosure; (3) without necessarily assuming a duty to do so, the Mediator reasonably believes that there is a serious risk of harm to the life or safety of any natural person if the information in question is not disclosed; and/or (4) the Mediator reasonably believes that there is a serious risk that he/she may be subject to criminal proceedings unless the information in question is disclosed. Any settlement agreement reached between the parties shall similarly be kept private and confidential, except where its disclosure is necessary for implementation or enforcement.
- 1.3. Persons other than the parties and their representatives may attend only with the permission of the other parties and with the consent of the Mediator. All such persons shall sign and agree to be bound by the terms of the confidentiality agreement.
- 1.4. In any private communication with the Mediator (including information contained in the Confidential Settlement Statement), a party may instruct the Mediator not to disclose certain information or documents to the opposing party or parties. Upon receiving such instruction, the Mediator shall not disclose the designated information or documents to the other party or parties, unless the instructing party subsequently authorizes such disclosure.

2. Inadmissibility of Evidence

- 2.1.** The Mediator will not be compelled to divulge any records relating to the mediation or to testify or give evidence in regard to the mediation in any adversary proceeding or judicial forum.
 - 2.2.** The parties will not rely upon, or introduce as evidence in any arbitral, judicial or other proceeding: (1) views expressed or suggestions or offers made by another party or by the Mediator in the course of the mediation proceedings; (2) admissions made by another party in the course of the mediation proceedings relating to the merits of the dispute; or (3) the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by another party or by the Mediator.
 - 2.3.** Testimony, documents, or other materials otherwise admissible in evidence in any arbitral, judicial, or other proceeding will not be rendered inadmissible by reason of their use in the mediation.
- 3.** **Disclosures by Mediator.** The Mediator, each party, and counsel confirm that they have disclosed any past or present relationship or other information that a reasonable person would believe could influence the Mediator's impartiality and that no conflict of interest or appearance of a conflict of interest exists.
- 4.** **Fees and Costs.** The Mediator's fees will be billed at an hourly rate of \$____ in U.S. Dollars. Costs shall include without limitation travel, lodging, meals, parking, long distance calls, faxes, postage, and photocopying. The Parties acknowledge that, in addition to the Mediator's fees and costs, GI charges an additional thirty percent (30%) of the total fees of the Mediator to cover its costs. The parties shall be liable to GI for all such fees and costs. Unless otherwise agreed by the parties to the mediation, all of GI's and the Mediator's fees and costs will be paid for equally by the parties to the mediation
- 5. Survival of Agreement.** This Agreement shall survive the termination of the mediation.

Executed on: _____.
[dd/mm/yy]

[Name of 1st Party] By: _____ [Signature] [Print Name and Title]

[Law Firm for 1st Party] By: _____ [Signature] [Print Name]

[Name of 2nd Party] By: _____ [Signature] [Print Name and Title]

[Law Firm for 2nd Party] By: _____ [Signature] [Print Name]

[Other Party] [Purpose for Attending]

By: _____
[Signature] [Print Name]

[Mediator]

By: _____
[Signature]