



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

[Other Party] [Purpose for Attending]

By: _____
[Signature] [Print Name]

[Mediator]

By: _____
[Signature]