

Glenn Milgraum, P.C.

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*By Appointment ONLY:
C/O Morningstar Mediation
282 Morningstar Road
Staten Island, New York 10303
718-748-6625*

CONFIDENTIALITY AGREEMENT

Glenn P. Milgraum, the mediator and the parties agree with one another as follows:

1. Mediation is a voluntary procedure. We are participating in the mediation process to reach a settlement of a dispute between us, the parties.
2. This voluntary procedure depends on the development of trust which can only occur with openness and risk taking. As a result, everyone involved in the mediation, and the mediation process itself, requires the protection of complete confidentiality.

By agreeing to do a consultation or mediation online, you agree to the following:

- a. No recording. If the consultation, mediation, or part of the mediation is carried out by online video conference, email, telephone, or any other electronic communication, neither party shall record the consultation, mediation, joint or private sessions, either in part or full with the use of recording software, recording equipment, screen shots, text chat, or file transfer whether done directly or indirectly. ANY RECORDING WHATSOEVER shall constitute a violation of this agreement.
 - b. Privacy. The parties agree that only the parties to the dispute and their designated counsel shall be present in the room where a consultation or mediation is carried out by online video conference, email, telephone or any other electronic communication and no third party shall be present. The parties further agree no third party shall be within viewing distance of the screen or hearing distance of the computer or telephone in use.
3. The parties understand that any individual who may appear as witness on behalf of the parties should not be present in the mediation session as their participation may “void” the “confidentiality” aspect of the mediation procedure.

4. We agree that all discussions between the parties and the mediator are made with a view toward settlement. We hereby agree that the mediator can meet with us jointly, or separate and apart, if necessary. We agree to the rules which exclude any disclosures from being revealed in court or arbitration.

5. The parties hereby agree that they will not call the mediator, or any consultant brought in by the mediator, Glenn P. Milgraum, as a witness in any court or arbitration to testify regarding any aspect of the mediation. The parties shall not require the production in court or arbitration of any records or documents made by the mediator or any consultant brought in by the mediator. (PLEASE NOTE: If the mediator witnesses any form of "Domestic Abuse" or threat of "imminent harm", the mediator may have an obligation to report to the appropriate authorities that which the mediator witnessed.)

AGREED AND CONSENTED TO BY THE PARTIES:

(Party)

(Party)

Glenn P. Milgraum, Mediator

Date: