

ONLINE MEDIATION PROTOCOLS & CONFIDENTIALITY

Technology

- 1. Online Platform: Zoom.** We will use the online secure platform provided by [Zoom.us](https://zoom.us) to conduct your online mediation sessions. Before your first scheduled mediation session, please download and install the software and/or apps from Zoom necessary for your participation in the online mediation sessions. You will only need to download the free Personal Use Plan software and/or app and open a free personal account. Once you have downloaded Zoom, try to familiarize yourself with the operation of the platform so that you are able to operate the system and participate in mediation sessions. Zoom has tutorials available at <https://support.zoom.us>.

Unfortunately, no video conferencing platform is completely secure. Please make your own inquiry as to the suitability and adequacy of Zoom for use in this mediation and of any risks in using Zoom, including any risks concerning its security, privacy or confidentiality.

- 2. Document Execution.** If needed, we will use [Docusign.com](https://www.docusign.com) as a secure platform for the execution of documents required during your mediation process (more information can be found at www.docusign.com). In the event that original signatures are required or preferred, then copies for execution will be transmitted to you for printing and signing and you will be responsible for returning the executed copies to me via mail or overnight delivery service.
- 3. Secure WiFi or Ethernet Connection.** You will need a secure WiFi or Ethernet (hard-wired) connection for your computer. Test the speed and dependability of your connection BEFORE your mediation by hosting a Zoom meeting by yourself or with another video conferencing platform. DO NOT use a public access WiFi connection, such as those available in public spaces and businesses and they are not secure and your information may be at risk in that situation.
- 4. Technology Failure Protocol.** Despite our best efforts, technology may fail to operate properly and a mediation session may not start on time or may be interrupted. If that happens, please take the following steps:
 - a. Log out of Zoom and log back in. This often re-establishes the connection.
 - b. Call or text me at **410-608-2463** immediately to let me know you are having trouble.
 - c. Conference call:
 - i. In the event that we cannot convene the mediation via Zoom, I will issue instructions for participants to join a conference call.
 - d. If a conference call is not feasible, the mediation will be canceled and rescheduled as soon as possible.
- 5. Caucus Failure Protocol.** At times it may be beneficial for your mediator to caucus with you each separately. The Zoom online platform allows the mediator to break parties into separate rooms and caucus with another. In the highly unlikely event you are able to hear communications with others that are not intended for you to overhear, you will IMMEDIATELY terminate the Zoom online mediation session and will call or text me at **410-608-2463**.

Best Practices and Troubleshooting

6. **Interruption Free Zone.** Please take all reasonable measures to ensure that you are not interrupted during your online mediation sessions.
7. **Technology Hiatus.** Except for the computer or mobile device upon which you are conducting your online mediation session, turn off or put on silent any phones, tablets or computers and disable any alert announcements and/or texts for the duration of your online mediation sessions.
8. **Early Log On.** It is helpful if you can log on to the scheduled mediation session no less than 5 minutes in advance of the scheduled start time so that any technology issues can be resolved and your mediation session can start on time.
9. **Waiting Room.** I may utilize a “virtual waiting room” to allow time for all participants to log on to the platform. During the time that you are in the waiting room, you will not be able to communicate with any other participant.
10. **Respectful Online Communication.** Due to the nature of the online forum, it is especially important to allow each participant to finish their comments or statements before responding. The audio portion of the technology will only allow one person to talk at a time. In addition, the online format can amplify and exaggerate sound so maintaining a regular speaking voice is important. Finally, please remember that the camera does not always transmit hand gestures or non-verbal cues, so it is important to verbalize all communication during an online mediation session.

Confidentiality and Privacy

11. **Privacy.** Only the people who have executed these Online Mediation Protocols and the attached Agreement to Mediate may participate in the mediation. Please confirm that you are alone in the room and that you cannot be overheard by anyone else around you.
12. **Confidentiality.** All participants and attendees in this mediation, including every person who may participate by telephone, video, e-mail, text, or other means, agree that all communications related to the mediation are private and confidential. Mediation is a voluntary process for settlement negotiation that begins upon first communication with me regarding possible retention in the matter and shall cease when the parties agree that the matter has been resolved.

The phrase “all communications related to the mediation” shall include without limitation all statements, records, reports, contacts, messages, and documents made or prepared by me or any party, attorney, participant or attendee that are produced exchanged or received in any form for the mediation and shall not thereafter be shared, communicated, offered or disclosed in any medium, in whole or in part, or in any proceeding or document. Information that is otherwise admissible or subject to discovery does not become protected from disclosure solely by reason of its use in the mediation.

The phrase “documents made or prepared by me or any party, attorney or other participant or attendee” excludes any settlement agreement signed by all parties to the agreement that results from the mediation. The parties acknowledge and agree that if I assist in preparing a document stating the points of agreement reached in the mediation, my role is limited to that of a scribe. In this context, mediators act as impartial third parties exclusively and do not represent any participant or attendee or otherwise practice law. No party shall be bound by anything said or done at mediation except as set forth in a

document stating the points of agreement reached in mediation signed by all parties. I will not give legal advice. Likewise, I do not have the power or authority to force settlement terms on the parties. Participants are encouraged to consult with their own legal counsel regarding their rights and responsibilities.

I will take all reasonable efforts to preserve and maintain the confidentiality of all written and oral communications made in connection with or during the mediation except where required by law to disclose same (allegations of child abuse or neglect, vulnerable adult abuse neglect, abuse of person with development disability, etc.).

The undersigned agree not to subpoena my testimony and agree not to subpoena the production of anything prepared for or submitted for purposes of mediation. In no event will I testify on behalf of a party. Any person who violates this provision shall pay all of my fees and expenses, including reasonable attorney fees and expenses and my lost professional time resisting such efforts. I shall not be liable to any party for any act or omission in connection with the mediation proceedings.

Since the parties are disclosing sensitive information in reliance upon this agreement of confidentiality, any breach of this agreement would cause irreparable injury for which monetary damages would be inadequate. Consequently, any party to this agreement may obtain an injunction to prevent disclosure of any such confidential information in violation of this agreement.

- 13. Absolute Prohibition on Recording.** You, or anyone on your behalf, may NOT audio or video record, or take pictures or screen capture the mediation session or portion thereof. In the event that you learn of an audio or video recording of any session, you shall take immediate measures to destroy the recording and will not disseminate the recording to anyone. You further agree that you will not transmit a live or deferred video or audio relay of the online mediation sessions to anyone.
- 14. Meeting Invitations and Passwords.** The online mediation may be password protected. If so, you agree not to disclose or share the meeting password or invitation with anyone else.
- 15. Zoom “chats.”** I may disable the chat function in Zoom. If so, we will communicate with counsel before entering into each respective breakout room.
- 16. “Locking” the Mediation.** Once all attendees have appeared in the platform, I may “lock” the mediation. Therefore, if you lose connection, you will have to log in again. If you experience any difficulties, please call me at **410-608-2463**.

Acknowledged and Agreed:

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