

**NIBLOCK
MEDIATION
SERVICES**

Over 30 Years in Court-Now Helping You Stay Out of It.

Court / Jurisdiction / Case Number:

Parties:

_____, **Plaintiff**

_____, **Defendant**

Additional Parties / Attendees:

CONFIDENTIALITY AGREEMENT

In order to promote candid communication among the parties and the Mediator, and to facilitate meaningful settlement discussions, the undersigned parties and participants mutual agree as follows:

1. Purpose and Governing Law

This Confidentiality Agreement is entered into in connection with a mediation conducted by Niblock Mediation Services and supplements the parties' Agreement to Mediate. All mediation communications and materials are governed by and shall be interpreted in accordance with Ark. Code Ann. § 16-7-201 et seq., applicable Arkansas case law, and this Agreement.

2. Scope of Confidentiality

All statements, communications, documents, records, presentations, and materials generated in, prepared for, or disclosed during the mediation—including intake, screening, scheduling, caucus communications, and communications with the Mediator—are confidential (“Confidential Matters”).

3. Caucus Communications

Disclosures made by or for any party privately to the Mediator or a co-mediator during caucus or ex parte communication shall not be disclosed to any other party without the express consent of the disclosing party.

4. Privilege; Inadmissibility; Non-Discovery

All mediation communications are privileged settlement discussions made without prejudice. Confidential Matters are not subject to discovery, are inadmissible for any purpose in any judicial, arbitration, administrative, or other proceeding, and shall not be used to prove liability, damages, or any factual or legal position. Disclosure to the Mediator does not waive any privilege.

5. Mediator Protection

The Mediator, any co-mediator, and anyone associated with Niblock Mediation Services shall not be compelled to testify or provide evidence in any proceeding and shall not be required to produce notes, records, reports, or documents prepared or received in connection with the mediation.

6. No Reliance; No Admissions

No aspect of the mediation shall be relied upon or introduced as evidence in any proceeding, including settlement positions, admissions, proposals, evaluations, or observations by the Mediator or any co-mediator. Participation in mediation does not constitute a waiver of any legal rights, claims, defenses, or privileges.

7. Remote / Zoom Mediation

The confidentiality protections of this Agreement apply equally to mediation conducted in whole or in part by videoconference, including Zoom or similar platforms. No party or participant may audio- or video-record the mediation without the express written consent of all parties and the Mediator. Technical interruptions or connectivity issues shall not affect enforceability or confidentiality.

8. Remedies for Breach

Unauthorized disclosure of Confidential Matters may cause irreparable harm for which monetary damages may be inadequate. Injunctive relief may be sought to prevent or remedy a breach of this Agreement, in addition to any other remedies available under law.

9. Entire Agreement; Execution

This Confidentiality Agreement constitutes the entire agreement regarding confidentiality in mediation and may be modified only by a written agreement signed by all parties and the Mediator. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original. Participation in mediation constitutes acceptance of this Agreement.

ACKNOWLEDGED AND AGREED:

_____ Party / Counsel Signature	_____ Date
_____ Party / Counsel Signature	_____ Date
_____ Party / Counsel Signature	_____ Date
_____ Raymond L. Niblock, Mediator	_____ Date
_____ Co-Mediator	_____ Date