

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

??

VERSUS

??

CIVIL ACTION

NO. ??

**HOLD HARMLESS AND
CONFIDENTIALITY AGREEMENT**

We, the undersigned, do hereby agree that all proceedings at any mediation or early neutral evaluation (ENE) session authorized by the Mediation/ENE Order issued in this matter shall not be reported, recorded, placed in evidence, made known to the trial court or jury, or construed for any purpose as an admission. All communications/disclosures made during the ADR process – including but not limited to oral communications, documents, exhibits, or demonstrations – shall be deemed confidential and protected from further disclosure, except as is required by law to be disclosed, and such disclosures do not in any way constitute a waiver of any existing privileges or immunities.

Any disclosures made during private caucuses with the neutral may be freely used by the neutral during the ADR process unless the party making the disclosure designates specific, disclosed information as that which is confidential and not to be shared with any other party absent express consent from the disclosing party.

Notwithstanding this confidentiality agreement, we understand that the same facts which are revealed during the ADR session may be the subject of discovery inquiries made through normal discovery channels. However, statements made during the ADR session may not be used to impeach

a participant, and the fact that these statements were made or revealed during the ADR session are not discoverable.

The undersigned parties and attorneys agree that we will not subpoena the neutral or request that the neutral testify about any matter discussed in the ADR session and that we shall indemnify, hold harmless and forever defend the neutral as to any matter regarding the session, except as is provided in ADR Rule C-7, Local Rule 16.3.1M, ADR Appendix.

We further acknowledge that although the Court requires minimum qualifications in order for a neutral to be listed in the Register of Neutrals, the Court does not warrant the quality or competence of the neutrals selected and we agree to hold harmless the Standing Panel for Neutrals and the Court and its agents.

PARTIES :

Date _____

Date _____

Date _____

Date _____

COUNSEL OF RECORD :

Date _____

Date _____

Date _____

Date _____

NEUTRAL (S) :

Date _____

Date _____