

**United States Bankruptcy Court
Northern District of California
Bankruptcy Dispute Resolution Program**

**Confidentiality Agreement
BLR 9047-1(a)**

This agreement is to be signed prior to the commencement of the Bankruptcy Dispute Resolution Program Conference (BDRP Conference) by all parties, their counsel and the Resolution Advocate.

Towards the desired goal of open and complete communication to enable parties to settle their dispute, all parties agree that the Resolution Advocate shall not be held liable for any act or omission connected to the resolution process and also agree as follows:

1. All statements made during the BDRP Conference or otherwise in furtherance of the resolution process are protected by and subject to Federal Rule of Evidence 408, Federal Rule of Bankruptcy Procedure 7068 and Bankruptcy Local Rule 9047-1(a), are privileged and are not discoverable. The Resolution Advocate has, however, an affirmative duty to disclose any statements made which relate to the commission of a crime.
2. Information and representations made for the first time during or in connection with the resolution process shall be considered confidential unless otherwise agreed to in writing by all the parties with the exception of information or representations that relate to a crime.
3. The Resolution Advocate shall not be compelled to testify in any civil proceeding as to any information provided or representations made for the first time during or in connection with the resolution process nor shall documents of any sort received or prepared by the Resolution Advocate be discoverable in a civil proceeding.
4. With the exception of information, representations or documents which relate to the commission of a crime, nothing occurring in or connection with the resolution process may be introduced as evidence or relied upon in any legal or quasi-legal proceeding.
5. In the event of a breach of this confidentiality agreement, the breaching party shall be liable for all costs, expenses, liabilities and fees including attorneys' fees which the non-breaching party and Resolution Advocate may incur as a result of the breach. The breaching party shall indemnify the non-breaching party and the Resolution Advocate.

Date: _____

Resolution Advocate

Parties
