

CONFIDENTIALITY AGREEMENT

The Parties to this Agreement are engaged in a restorative justice process. To promote free and open communication among the Parties, and to facilitate resolution of any disputes, the Parties require certain assurances of confidentiality. Accordingly, the Parties agree to abide by the following terms for their restorative justice encounter on February 28, 2018 and in any subsequent meetings among the Parties for the same purpose:

1. All information, statements and other communications, whether written, oral or electronic, disclosed by the Parties during this restorative justice process are confidential and will not be disclosed to third parties (including the media) without the consent of the Party who made the statement or communication.
2. All information, statements and other communications, whether written, oral or electronic, disclosed by the Parties during this restorative justice process are inadmissible in any other proceeding, including, but not limited to any lawsuit, arbitration, or administrative action. Accordingly, the Parties agree not to submit or file in any other proceeding any information, statement or communication obtained from another Party during this restorative justice process.
3. At the conclusion of the restorative justice process, all copies of documents exchanged among the Parties will be returned to the Party who shared the document(s), unless otherwise agreed.
4. The facilitator is serving as a neutral intermediary and may not act as an advocate for any Party. The facilitator is also bound by this Agreement and may not be called to testify in any other proceeding on behalf of or against any Party to this Agreement. Sharing information, statements and other communications with the facilitator shall not affect their confidentiality or privileged nature. No Party may assert the waiver of any privilege held by another Party based on disclosure to the facilitator.
5. The Parties are disclosing sensitive and confidential information in reliance upon this Agreement, and 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.