

DISTRICT COURT OF MARYLAND



CASE NUMBER: _____

TRIAL DATE: _____

ADR Practitioner(s) ID #(s): _____

PLAINTIFF(S): _____

DEFENDANT(S): _____

AGREEMENT TO PARTICIPATE IN MEDIATION/SETTLEMENT CONFERENCE
ONLINE/REMOTE ADDENDUM

I acknowledge and understand the following:

A. Online Platform

- Zoom for Government is the online secure platform used by the District Court ADR Office (ADR Office) to conduct online/remote ADR sessions.
- I will download and install the software and/or apps from Zoom.us if necessary to participate in the Zoom online ADR session.
- I am not required to create a Zoom account to attend an ADR session, and there is no cost through Zoom to attend an ADR session.
- I will need to permit access to my camera and video on my digital device during the ADR session.
- I will not share the Zoom log-in information provided by the ADR Office for the ADR session with anyone.

B. Secure Connection

- I will need a secure Wi-Fi or Ethernet (hard-wired) connection to participate in the remote ADR session. I have been made aware that I should **not** use a public access Wi-Fi connection, such as those available in public spaces and businesses, since they are **not** secure, which may put my information at risk.
- The ADR Office does not guarantee the privacy, security, or confidentiality of communications sent or received over the Internet as they may be intercepted by others.

C. Technology Failure Protocol

- Technology may fail to operate properly, and I have read and understand the Technology Failure Protocol outlined in the Participant Instructions.
- The ADR Office is not responsible for communications that are lost due to technical failure through internet-based technologies.

D. Confidentiality and Prohibition on Recording

- I will make arrangements to have a private and confidential space to participate in the ADR session.
- No other individuals will be present in the room where I will be during the ADR session unless agreed upon by all participant(s) and the ADR practitioner(s).
- I will ensure that no other individuals, other than those invited by the ADR Office, are present and off camera, or otherwise listening to the session.
- I will not directly or indirectly record and/or broadcast (transmit live) the ADR session. I will not have anyone record or broadcast the session on my behalf. I will not screenshot the ADR session.

E. Written Agreements

In the event an agreement is reached, the ADR practitioner will assist the parties in memorializing the content of their settlement agreement during the ADR session. At the end of the ADR session, the draft settlement

agreement will be sent to the ADR Office to convert to a secure Adobe PDF document. The ADR Office will send each party a copy of the settlement agreement for their signature. The settlement agreement is not effective until all signed copies are returned to the ADR Office, accepted by the clerk's office, and placed in the case file.

I VOLUNTARILY AGREE TO PARTICIPATE IN THIS ONLINE/REMOTE ADR SESSION AS DESCRIBED ABOVE:

_____ Plaintiff's Signature	_____ Date	_____ Defendant's Signature	_____ Date
_____ Plaintiff's Attorney's Signature (if applicable)	_____ Date	_____ Defendant's Attorney's Signature (if applicable)	_____ Date
_____ Mediator Signature	_____ Date	_____ Co-Mediator or Observer Signature	_____ Date
_____ Observer Signature	_____ Date	_____ Observer Signature	_____ Date
_____ Role	_____ Date	_____ Role	_____ Date

If you have any questions or comments about your ADR experience, please contact the District Court ADR Office at 410-260-1676 or 1-866-940-1729.