**Mediation agreement**

**Party A:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Party B:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Terms of Mediation**

**Description of the dispute according to Party A:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Description of the dispute according to Party B:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Notice:** If a dispute arises out of, or in connection with this Contract and the parties do not resolve some or all of that dispute through negotiation, then either party to the dispute may promptly submit to the other party(ies) a notice of intent to mediate. This notice shall be in writing and shall specify the issues in dispute.

**Selection of Mediator:** The mediator will be chosen, upon application by the parties, by the CEDIRES (www.cedires.com).

**Location:** The mediation shall be held at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Authority to settle:** The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to settle the dispute or will have a rapid means of obtaining the requisite authorization.

**Exchange of information:** The parties agree to an exchange of all information upon which they intend to rely in any oral or written presentation during the mediation.  This exchange shall be complete no later than ten (10) days prior to the date set for the mediation.

**Costs:** The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel.  Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of the mediation room, if any, shall be borne equally by the parties.

**Schedule:** The parties shall jointly select a date for the mediation that is no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days from the date of the notice of intent to mediate.

**Confidentiality:** All information exchanged during this mediation shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.  However, evidence that is independently admissible shall not be rendered inadmissible by virtue of its use during the mediation.

**Caucusing:** The mediator is free to caucus with the parties individually, as he sees fit to improve the chances of a mediated settlement.  Any confidential information revealed to the mediator by one party during such caucusing may only be disclosed to the other party(ies) with the former party’s express permission.

**Prohibition against Future Assistance:**It is agreed that the mediator will neither represent nor testify on behalf of any of the parties in any subsequent legal proceeding between the parties or where they are opposed in interest.  It is further agreed that the personal notes and written opinions of the mediator made in relation to this mediation are confidential and may not be used in any subsequent proceeding between the parties or where they are opposed in interest.

**Termination:**Either party may terminate the mediation at any time.

**Mediator’s Report:**In the event that no agreement is reached, or is reached on some issues only, the mediator shall promptly provide a report to the parties stating only that no agreement was reached on some or all of the outstanding issues.

**No New Steps:**During the course of the mediation, the parties agree to take no new steps in any legal proceeding between them which concerns the same matter as is the subject of this mediation.

**Med-arb:** In the event that no agreement is reached, or in the event that the mediator finds that continuing the mediation process is not likely to result in a settlement, the proceedings shall continue as a binding arbitration governed by the CEDIRES Procedural Rules.  The parties acknowledge that the mediator shall be authorized to arbitrate the matter and that his role as mediator did, in the parties’ opinion, not affect his neutrality, impartiality and independence.

\*

\* \*

Done on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ in two originals, each Party declaring having received one original.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name & job title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name & job title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)