

MEDIATION AGREEMENT

THE UNDERSIGNED:

The mediator, _____;

and

Party A: Mr/Ms _____ / _____, a private limited liability company, residing at / having its registered office at _____ in _____ [if Party A is a legal entity, add: for these purposes represented by Mr/Ms _____ (in his/her capacity as _____)], [if necessary add: aided by _____];

and

Party B: Mr/Ms _____ / _____, a private limited liability company, residing at / having its registered office at _____ in _____ [if Party B is a legal entity, add: for these purposes represented by Mr/Ms _____ (in his/her capacity as _____)], [if necessary add: aided by _____];

HEREBY AGREE AS FOLLOWS:

Article 1 – Mediation

- 1.1 The parties and the mediator will make every effort to resolve the dispute that has arisen between the parties (as described in Article 4) by means of mediation.
- 1.2 The mediation is governed by the version of the NAI Mediation Rules (referred to below as the ‘Rules’) that is in force on the date on which the NAI Secretariat receives the request for mediation; the Rules form part of this Agreement. The parties hereby confirm that they have received a copy of the Rules and that they will comply with the Rules insofar as this Agreement does not deviate therefrom.
- 1.3 The mediator is / is not listed in the *Mediatorsfederatie Nederland (MfN)* Register of Mediators.
- 1.4 This mediation will be deemed to have commenced on _____. The mediation may not commence if the Secretariat has not received the NAI administration costs and the deposit for the mediator’s fee and costs.

Article 2 – The mediator’s role

- 2.1 The mediator will investigate, together with the parties, whether it is possible to jointly resolve the dispute. The mediator’s duties include:
 - supervising and guiding discussions and helping to promote communication between the parties;
 - helping to ensure that those involved have sufficient information so that they can negotiate on equal standing; and
 - ensuring that the solutions found are laid down in a suitable manner.

- 2.2 The mediator is responsible for the process and progress of the mediation, not for the content of the solutions. If necessary the mediator will inform the parties of the desirability of receiving advice from an external expert.

Article 3 – The parties’ role

The parties’ obligation to make best efforts to find a solution means that the parties must:

- be willing to listen to each other’s points of view;
- be willing to find solutions that are in each of their interests;
- provide correct and complete information;
- treat each other with respect; and
- refrain from any actions or behaviour that could seriously hamper or obstruct the Mediation.

Article 4 – General description of the dispute

The subject of the dispute is: _____.

Article 5 – Voluntary nature of the mediation

- 5.1 The parties are participating in the mediation on a voluntary basis. Either party or the mediator is free to terminate the mediation at any time, without being bound by the positions taken or proposals made during the mediation.
- 5.2 The mediation will end in one of the ways referred to in Article 7(1) of the Rules.

Article 6 – Confidentiality

- 6.1 The mediator and the parties undertake to observe the duty of confidentiality contained in Article 10 of the Rules without any reservation whatsoever.
- 6.2 This Agreement in conjunction with the Rules applies as an agreement as to the burden of proof (*bewijsovereenkomst*) within the meaning of the law (Section 7:900 of the Dutch Civil Code (*Burgerlijk Wetboek*) in conjunction with Section 153 of the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*)).

Article 7 – Representation

- 7.1 Parties that are natural persons must be present at mediation meetings. Legal entities shall be represented.
- 7.2 A party that appoints a representative warrants that:
- its representative is authorised to make the necessary agreements (including entering into this Agreement and entering into the settlement agreement upon conclusion of the mediation);
 - the representative will observe the duty of confidentiality; and
 - the representative will be present at all meetings.

7.3 At the mediator's request the representatives must show a written power of attorney evidencing their representative authority.

Article 8 – Fee and costs

8.1 The mediator's costs and fee will be determined by the NAI Secretariat upon conclusion of the mediation and will be set off to the fullest extent possible against the deposit that has been paid, without prejudice to the provisions contained in Article 8(2) of this Agreement.

8.2 The parties will pay the fee and costs according to the following ratio:

Party A _____:___%

Party B _____:___%.

8.3 Each of the parties will bear its own costs, even if the mediation ends prematurely.

Article 9 – Agreements and the settlement agreement

9.1 If the parties reach full agreement, such agreement will be laid down in a settlement agreement, which will be signed by all the parties.

9.2 Agreements made in the interim and partial agreements that are made in the course of the mediation will apply only if they have been laid down in writing and signed. Unless the parties agree otherwise in writing, the parties will not be bound by any interim agreements or partial agreements if the mediation does not lead to full agreement.

Agreed and executed in ___plicate in _____ on _____.

The mediator:

Party A:

[-name of Party A -]

Party B:

[-name of Party B -]
