

**MfN Sample Mediation Agreement**

The Mediator, .....

and the Parties:

A: .....

for the purposes hereof duly represented by:

.....

and

B: .....

for the purposes hereof duly represented by:

.....

HEREWITH AGREE AS FOLLOWS:

**1. Outline of the Issue**

.....

**2. Mediation**

2.1 The Parties and the Mediator shall exert their best efforts to settle the Issue between the Parties, outlined in paragraph 1, by means of Mediation in accordance with the MfN Mediation Rules (hereinafter referred to as: "the Rules") as these read at the date of the present Agreement. The Rules (a copy of which have been attached to the present Agreement) constitute an integral part of the present Agreement. The Parties declare that they have received a copy of Code of Conduct for MfN registered Mediators.

- 2.2 The Parties herewith grant, and the Mediator herewith accepts, the instruction to guide the communication and negotiation processes as referred to in the Rules.
- 2.3 The Mediator shall be responsible for guiding the process. The Parties themselves shall be responsible for the content of the resolution of their Issue.
- 2.4 The Parties and the Mediator bind themselves towards each other to everything to which they are held under the Rules.
- 2.5 The Mediation shall commence on [date]. As from that moment the provisions of the Rules shall apply in full.
- 2.6 In addition to the provisions set forth in the Rules, the Parties bind themselves towards the Mediator and towards each other to refrain from any acts or conduct that would aggravate or obstruct the Mediation to a serious degree.

### **3. Voluntary Participation**

Participation in Mediation is voluntary. Each Party, as well as the Mediator, may put an end to the Mediation at any time. Termination shall take place only by means of a letter addressed to the Mediator and the other Party or Parties. Comment upon aforesaid letter may be made during a joint (closing) meeting with the Mediator. Termination of the Mediation shall not effect the confidentiality and payment obligations of the Parties.

### **4. Confidentiality**

- 4.1 The Mediator and the Parties oblige themselves without reservation to the confidentiality requirements defined in the articles 7 and 10 of the Rules.
- 4.2 In combination with the Rules, the present Agreement shall be an evidentiary agreement as referred to in the law, see Article 7:900 of the Netherlands Civil Code in conjunction with Article 153 of the Netherlands Code of Civil Procedure. In order to guarantee the desired confidentiality arrangements the Mediator and the Parties thereby intend to deviate in certain ways from the applicable law of evidence.

### **5. Personal data**

Within the scope of mediation, it is essential for the mediator to process personal data that is relevant for the matter mentioned in point 1, by including the same in the dossier. In this context, this can also involve sensitive and/or privileged personal data of the parties. By signing this agreement, the parties grant explicit consent to the mediator to process their personal data in accordance with the privacy statement of the mediator (appendix to this agreement). This consent is essential for starting the mediation.

**6. Representation**

- 6.1 Natural persons shall be present at the meetings in person. Legal persons shall be represented in accordance with the provisions set forth in paragraph 5.2. The person who signs the present Agreement shall be present at the meetings.
- 6.2 Each Party guarantees that its representative is duly authorized on behalf of that Party to perform all legal acts necessary in the context of the Mediation, including concluding an agreement as referred to in article 7.1, and that the representative will observe the confidentiality requirements referred to in the Rules.

**7. Fees and Expenses**

- 7.1 The fee for the activities of the Mediator shall amount to ..... Euros per hour, increased with the VAT legally due. The hourly rate shall cover the following activities of the Mediator:

.....

All other direct and indirect costs of the Mediation shall be paid by the Parties, such as rent for space, telephone, fax and travel expenses, postage, fees and costs and expenses of any third parties involved in the Mediation by the Mediator, increased with the VAT legally due.

- 7.2 The fee and costs referred to sub 6.1 shall be borne by the Parties in the following proportion: Party A: [...]%, Party B: [...]%.
  - 7.3 In addition the Parties shall each bear their own costs.
  - 7.4 The Mediator shall send an invoice [periodically]. Payment shall be made within [number] days after the invoice date.

**8. Recording the Outcome of the Mediation and Interim Agreements**

- 8.1 Any resolution of the Issue reached amicably shall be set forth in a written agreement to that effect signed by the Parties.
- 8.2 Any agreements made by the Parties during the Mediation shall bind them only to the extent such agreements have been set forth in writing between them and signed by them, and if they contain the express provision that the agreements shall continue to exist even if the Mediation does not lead to any further consensus.

Thus agreed and drawn up and signed in [.....] original copies

in ..... on .....

**Mediator:**

(for)  
**Party A:**

(for)  
**Party B:**

.....

.....  
(.....)

.....  
(.....)