

**MODEL MEDIATION AGREEMENT<sup>1</sup>**

....., Mediator,

and the Parties:

A: .....  
represented here by:  
.....

and

B: .....  
represented here by:  
.....

**HEREBY AGREE:**

**1 - General description of the dispute**

.....

**2 - Mediation**

2.1 The Parties and Mediator shall exert their best efforts to resolve the Dispute between the Parties referred to in Article 1 through Mediation in accordance with the NMI Mediation Rules of the Netherlands Mediation Institute Foundation (hereinafter to be referred to as: the "Rules") as these read on the date of this Agreement. The Rules (a copy of which is attached to this Agreement) shall constitute an integral part of this Agreement. The Parties hereby state that they have received a copy of the Code of Conduct for NMI Registered Mediators.

2.2 The Parties hereby furnish, and the NMI Registered Mediator hereby accepts, the instruction to guide the communication and negotiation process within the meaning of the Rules.

2.3 The Mediator shall be responsible for guiding the process. The Parties themselves shall be responsible for the substance of the solution found.

2.4 The Parties and Mediator hereby undertake vis-à-vis each other to do everything they are required to do under the Rules.

2.5 The Mediation shall commence on [date]. The provisions of the Rules shall fully apply as from that time.

---

<sup>1</sup> This Model Mediation Agreement is based on the Model NMI Mediation Agreement, July 2008. If there is a referral to Mediation from the court, the Articles in colour shall be mandatory.

2.6 In addition to the provisions in the Rules, the Parties hereby undertake vis-à-vis the Mediator and vis-à-vis each other to refrain from actions or conduct which seriously interferes with or impedes the Mediation.

### **3 - Voluntariness**

The Mediation shall be conducted on a voluntary basis. Each Party and the Mediator shall be free to terminate the Mediation at any desired moment.

The Mediation shall end with a joint final meeting; the Parties hereby state that they are prepared to attend this.

This may only be deviated from by mutual agreement.

Termination of the Mediation shall not affect the Parties' confidentiality and payment obligations described in Articles 4 and 7.

### **4 - Confidentiality**

4.1 The Mediator and Parties hereby undertake, without reservation, to comply with the confidentiality obligations described in Articles 7 and 10 of the Rules.

4.2 In conjunction with the Rules, this Agreement shall be considered an evidentiary agreement within the meaning of the law (see Article 7:900, Dutch Civil Code, in conjunction with Article 153, Dutch Code of Civil Procedure). The Mediator and Parties hereby intend to deviate from portions of the statutorily applicable evidentiary rules, in order to safeguard the desired confidentiality.

4.3 A representative of a government agency shall only not be bound by these confidentiality obligations if and insofar as this is contrary to the provisions in the Government Information (Public Access) Act and/or general principles of sound administration. During the Mediation, there shall always be a discussion regarding which facts, information or proposals the representative shall discuss with other persons working at that government agency.

### **5 - Representation**

5.1 Natural persons shall themselves be present at the meetings. Legal entities shall be represented in accordance with Article 5.2. The person signing this Agreement shall be present at the meetings.

5.2 Each of the Parties hereby warrants that its representative shall be duly authorized to perform any legal acts on its behalf which are necessary in connection with the Mediation, including entering into an agreement referred to in Article 7.1, as well as that the representative shall comply with the confidentiality obligations referred to in the Rules.

## **6. - Procedure**

6.1 The Mediator shall discuss with the Parties which proceedings are pending, and which shall be stayed and which shall go forward. In principle, no new proceedings shall be brought. The Mediation shall not last longer than three months in principle.

6.2 During the final meeting (see Article 3), the monitoring forms (anonymous questionnaires which have been drawn up for monitoring purposes) shall be completed by the Parties, the Mediator, and, if present at the Mediation, the legal representatives, and shall be given to the Mediator.

If it is agreed that there shall not be a final meeting, the Mediator shall discuss with the Parties (and legal representatives) beforehand the manner in which he shall receive the monitoring forms from the Parties.

## **7. - Fees and costs**

7.1 The Mediator's fee shall be ..... (inclusive of 19% VAT) per hour. If other costs shall be incurred, the Mediator shall coordinate this with the Parties in advance.

7.2 If the Mediation Agreement is signed by the Parties after the start of the first Mediation meeting, the Mediator may also bill the Parties for the contact hours prior to the signing. The Mediator's initial 2.5 contact hours shall be free of charge for the Parties.

7.3 If a Mediation Agreement is not signed by the Parties and Mediation therefore does not commence, the contact hours concerned shall be at the Mediator's expense.

7.4 Each of the Parties shall pay half of the Mediator's bill (after the initial 2.5 contact hours) (or another arrangement). The Mediator shall submit time records to the Parties, itemizing the time spent by him per hour, activity and date<sup>2</sup>. Each Party shall bear its own costs.

7.5 Other rules shall apply to persons entitled to legal aid. The Mediator shall request the legal aid. For the statutory legal aid regulations, see [www.rvr.org](http://www.rvr.org).

## **8 - Recording the outcome of the Mediation and interim agreements**

8.1 Any amicable resolution of the dispute shall be recorded by the Parties in a written agreement to this effect which is signed by them.

8.2 During the course of the Mediation, agreements made between the Parties shall only bind them insofar as these have been recorded in writing between them and signed by them, and an express clause has been included that the agreements shall continue to apply even if the Mediation does not further result in agreement.

8.3 The Parties shall be entitled to time for reflection and to discuss the agreements with their advisor (such as the attorney) before they sign.

---

<sup>2</sup> For further information concerning costs, see the Billing Rules for Mediators: [www.mediationnaastrechtspraak.nl](http://www.mediationnaastrechtspraak.nl) and [www.rvr.org](http://www.rvr.org).

8.4 The Parties may make a request to the court through their attorneys to have the settlement agreement included in an official record, decision or judgment.

**Agreed, and drawn up and signed in ..... copies**

**in ..... on .....**

	(on behalf of)	(on behalf of)
<b>Mediator:</b>	<b>Party A:</b>	<b>Party B:</b>
.....	.....	.....
	(.....)	(.....)