[ ]

First Party

v

[ ]

Second Party

**TEMPLATE MEDIATION AGREEMENT**

The Parties have agreed to participate in a mediation to try to resolve amicably their dispute [the subject of these Court proceedings].

THE MEDIATION

The Parties now acknowledge and agree as follows:

1. The mediation will take place at the premises of the Qatar International Court and Dispute Resolution Centre on [date] commencing at [time].
2. The mediator is a [Justice of the Qatar International Court] / [member of the QIC Mediation Panel] [who has been involved with the case prior to the mediation].
3. This Agreement is signed by each Party / a representative of each Party who has authority to agree to the provisions of this Agreement on behalf of the Party he/she represents, and all other persons present on that Party’s behalf at the mediation.
4. All those attending the mediation will be required to sign the confidentiality undertaking in the Schedule to this Agreement.
5. All those attending the mediation undertake to do so in good faith and with authority to enter into a binding settlement of the dispute.
6. The mediator may be assisted by a co-mediator or assistant mediator.
7. Prior to the mediation the mediator may communicate with the Parties, jointly or separately, as the mediator thinks appropriate, for the purposes of ensuring a proper understanding of each Party’s position, that appropriate arrangements have been made for the mediation itself and generally to ensure that the best use is made of the time available for the mediation.
8. Each Party shall prepare and provide to the other and to the mediator, prior to the mediation, a concise summary of its position together with any documents it feels essential for the mediator to read prior to the mediation (‘the position paper’).
9. Each Party may, after having served its position paper, provide a confidential note to be provided to the mediator alone. The mediator will disclose to the other Party only the fact that such confidential note has been served but will make no reference at any time to its contents unless expressly authorised to do so.
10. During the mediation the mediator may meet with each Party, or some, or all of their representatives, alone in private meetings or together with the other Party (or some or all of its representatives) in joint meetings. The mediator will meet in private meetings and joint meetings as frequently as the mediator considers appropriate.
11. No transcript or recording of any sort shall be made of the mediation.
12. Either Party may terminate its involvement in the mediation at any time, but only after discussing its intention to do so with the mediator and giving notice to the other Party.
13. Should at any time the mediator conclude that continuing the mediation is unlikely to be beneficial the mediator may, after consultation with each Party, bring the mediation to a close.
14. Should settlement be agreed it will be recorded in a written settlement agreement, either Party to which may request the Qatar International Court (providing it has jurisdiction) to make an order to enforce the agreed terms, unless the Parties have agreed in writing that those terms remain confidential.
15. Should settlement not be reached but the Parties and mediator decide to continue to try to resolve the dispute by way of mediation, the mediation will be adjourned to a date and time convenient to the Parties and the mediator.

CONFIDENTIALITY

1. Each Party and all persons attending the mediation will be bound by the following confidentiality provisions.
2. Every person involved in the mediation will keep confidential and not use for any collateral or ulterior purpose all information (whether given orally, in writing or otherwise) arising out of, or in connection with, the mediation excepting the fact of settlement and its terms.
3. All information (whether oral, in writing or otherwise) arising out of or in connection with the mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation, arbitration or other proceedings whatsoever, unless it would otherwise have been admissible and disclosable by either Party in any such litigation, arbitration or other proceedings.
4. The mediator will not disclose to any person any information given to him/her by a Party in confidence without the express consent of that Party.
5. Paragraphs 17, 18 and 19 above shall not apply if and to the extent that
   1. all Parties consent to the disclosure, or
   2. the mediator is required by law to make disclosure, or
   3. the mediator reasonably considers that there is a serious risk of harm to the life or safety of any person if the information in question is not disclosed, or
   4. the mediator reasonably considers that there is a serious risk of his/her being subject to criminal proceedings unless the information is disclosed.
6. Neither Party will call the mediator as a witness, consultant, arbitrator or expert in any litigation, arbitration or other proceedings whatsoever arising from or in connection with the matters in issue in the mediation. The mediator will not act voluntarily in any such capacity.

COSTS

1. Any applicable mediation fee and any other costs associated with the mediation will be borne equally by the Parties and the parties shall be jointly and severally liable.
2. Each Party will bear its own costs of the mediation. This does not prevent the Parties reaching a different agreement as to the costs of the mediation and is subject to any order the Court may make (in appropriate cases) if a settlement is not agreed.

EXCLUSION OF LIABILITY

1. Neither the QICDRC (nor any of its employees) nor the mediator shall be liable to the Parties for any act or omission in connection with the services provided in or in relation to the mediation unless the act or omission is shown to be fraudulent or in bad faith.
2. The Parties shall save harmless and indemnify the mediator against all claims by third parties and in respect of this shall be jointly and severally liable.

LAW AND JURISDICTION

1. This agreement shall be governed by, construed and take effect in accordance with the laws of the QFC. [The Qatar International Court shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this agreement and the mediation.]

Signed on behalf of [ ]:

Name:

Job title:

Signature:

Date:

Signed on behalf of [ ]:

Name:

Job title:

Signature:

Date:

Signed by the mediator:

Name:

Job title:

Signature:

Date:

SCHEDULE

In consideration of being permitted to attend this mediation, I agree to be bound by the confidentiality provisions of this Agreement

|  |  |
| --- | --- |
| Name and job title | Signature |
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