

FORM

CPR Model Agreement for International Mediations Parties and Mediator¹

Agreement made on _____ between
(date)

_____ [*Insert party name and business address*];

and

_____ [*Insert party name and business address*]²

individually a "Party" and together the "Parties";

and

_____ [*Insert mediator name and business address*]
(the "Mediator").

A dispute has arisen between the Parties concerning [*insert a short description of the nature of the dispute and the subject of the mediation*] (the "Dispute")³.

The Parties have agreed to participate in a mediation proceeding (the "Proceeding") under the CPR International Mediation Procedure [, as modified by mutual agreement] (the "Procedure") which is incorporated into this Agreement. The Parties have chosen the Mediator for the Proceeding. The Parties and the Mediator agree as follows:

A. Duties and Obligations

1. The Mediator and each of the Parties agree to be bound by and to comply faithfully with the Procedure, including without limitation the provisions regarding confidentiality and, where relevant under the applicable law governing the Proceeding as specified in paragraph E.1.
2. The Mediator has no previous commitments that may significantly delay the expeditious conduct of the Proceeding and will not make any such commitments.

¹ This form assumes that the mediator is affiliated with a firm. If that is not the case, delete paras. C.3., D.2. and references to the mediator's firm in paras. B.1. and C.1.

² If there are more than two parties, insert additional lines as needed

³ If the dispute is the subject of litigation or an arbitration it is advisable to include and relevant case number or other identifier of the action. If the dispute is pre-action or includes issues in addition to those involved in existing litigation or arbitration proceedings, specify with appropriate particularity which matters are included (and if necessary which are not).

3. The Mediator, the International Institute for Conflict Prevention and Resolution (CPR) and their respective employees, agents and partners shall not be liable for any act or omission in connection with the Proceeding, other than as a result of its/his/her own willful misconduct.

B. Disclosure of Prior Relationships

1. The Mediator has made a reasonable effort to learn and has disclosed to the Parties in writing (a) all business or professional relationships the Mediator and/or the Mediator's firm have had with the Parties or their law firms within the past five years, including all instances in which the Mediator or the Mediator's firm served as an attorney for any Party or adverse to any Party; (b) any financial interest the Mediator has in any Party; (c) any significant social, business [, personal] or professional relationship the Mediator has had with an officer or employee of a Party or with an individual representing a Party in the Proceeding; and (d) any other circumstances that may create doubt regarding the Mediator's impartiality in the Proceeding.

2. Each Party and its law firm has made a reasonable effort to learn and has disclosed to every other Party and the Mediator in writing any relationships of a nature described in paragraph B.1. not previously identified and disclosed by the Mediator.

3. The Parties and the Mediator are satisfied that any relationships disclosed pursuant to paragraphs B.1. and B.2. will not affect the Mediator's independence or impartiality. Notwithstanding such relationships or others that the Mediator and the Parties did not discover despite good faith efforts, the Parties wish the Mediator to serve in the Proceeding, waiving any claim based on said relationships, and the Mediator agrees to so serve.

4. The disclosure obligations in paragraphs B.1. and B.2. are continuing until the Proceeding is concluded. The ability of the Mediator to continue serving in this capacity shall be explored with each such disclosure.

C. Future Relationships

1. Neither the Mediator nor the Mediator's firm shall undertake any work for or against a Party regarding the Dispute.

2. Neither the Mediator nor any person assisting the Mediator with this Proceeding shall personally work on any matter for or against a Party, regardless of specific subject matter, prior to six months following cessation of the Mediator's services in the Proceeding.

3. The Mediator's firm may work on matters for or against a Party during the pendency of the Proceeding if such matters are unrelated to the Dispute. The Mediator shall establish appropriate safeguards to ensure that other members and employees of the firm working on such matters unrelated to the Dispute do not have access to any confidential information obtained by the Mediator during the course of the Proceeding.

D. Compensation

1. The Mediator shall be compensated for time expended in connection with the Proceeding at the rate of [€/£/US\$] _____, plus reasonable travel and other out-of-pocket expenses. The

Mediator's fee and costs shall be shared equally by the Parties, unless otherwise required by applicable law or an agreement between the parties.

2. The Mediator may utilize members and employees of the firm to assist in connection with the Proceeding and may bill the parties for the time expended by any such persons, to the extent and at a rate agreed upon in advance by the Parties.

3. The costs of the Mediator in connection with the Proceeding (i.e., time charges and reasonable travel and out-of-pocket charges) shall [*be borne by the Parties in any event/ be deemed to be part of the costs of the Dispute*]⁴.

E. Governing Law and Jurisdiction

1. The Proceeding shall be governed by the law of [*insert country*]⁵.

2. Any dispute arising from or in connection with the Proceeding and or this Agreement shall be subject to the exclusive jurisdiction of the courts of [*insert country*]⁶.

F. Mediation Arrangements

1. The language of the Proceeding shall be [*insert language*]⁷.

2. The Proceeding shall comprise a mediation to take place on [*insert date or dates if multiple days*] to be held at [*insert the address of the mediation venue(s)*].

3. The Parties and the Mediator agree that insofar as the Parties reach a settlement of the Dispute which is recorded in a written settlement agreement (the "Settlement"), the Parties and the Mediator shall⁸, if requested by any Party, take such steps as may be needed for the Settlement to be made enforceable as a judgment or arbitral award as appropriate pursuant to any relevant national or transnational legislation or convention including but not limited to the EU Mediation Directive 2008/52/EC, the New York Convention on the Recognition and Enforcement of Arbitral Awards and the UN Convention on International Settlement Agreements Resulting from Mediation (the Singapore Convention).

⁴ In jurisdictions which allow costs shifting in litigation or in arbitration consider whether the Parties should bear the costs in any event or whether the costs should form part of the costs of the litigation or arbitration (such that they might be payable by one Party to another if a loser pays costs rule applies).

⁵ It is essential that the Parties specify which law is to govern this Agreement and which court is to exercise supervisory jurisdiction of the Proceeding or any satellite disagreements in connection with the Proceeding.

⁶ It is essential that the Parties specify which law is to govern this Agreement and which court is to exercise supervisory jurisdiction of the Proceeding or any satellite disagreements in connection with the Proceeding.

⁷ Insofar as the Parties seek the assistance of CPR, all communications should be in English.

⁸ With respect to enforcement of Settlements reached at mediation, note that the primary place for this to be addressed by Parties is in the settlement agreement itself. Nevertheless, the default position for a mediation conducted under this Model Agreement is that the Mediator will take steps as requested by the Parties to ensure any subsequent settlement reached is enforceable, in particular as may be required by the Singapore Convention or its provisions as adopted by signatory or ratifying states.

Party

Party

by _____
Party's Lawyer⁹

by _____
Party's Lawyer

Mediator

⁹ This form assumes that the parties are represented by external law firms. Any Party participating in the Proceeding without external legal assistance should execute this Agreement for its own account.