**CEDR Asia Pacific Mediation Agreement**



**CEDR Asia Pacific Mediation Agreement**

I /We\* (Participant A)

And I/We\* (Participant B)

(\*delete as appropriate)

Agree to the Mediation on:

We agree to the following:

**The Mediation**

**1** The Parties agree to attempt in good faith to settle their dispute at the Mediation and to conduct the Mediation in accordance with this Agreement and consistent with the CEDR Asia Pacific Mediation Rules and the CEDR Asia Pacific Code of Conduct for Mediators current at the date of this Agreement.

**Authority and status**

1. The person signing this Agreement on behalf of each Party warrants having authority to bind that Party and all other persons present on that Party’s behalf at the Mediation to observe the terms of this Agreement, and also having authority to bind that Party to the terms of any settlement.

**3** Neither the Mediator nor CEDR Asia Pacific shall be liable to the Parties for any act or omission in relation to the Mediation unless the act or omission is proved to have been fraudulent or involved wilful misconduct.

**Confidentiality and without prejudice status**

**4** Every person involved in the Mediation:

4.1 will keep confidential all information arising out of or in connection with the Mediation, including the fact and terms of any settlement, but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law to implement or to enforce terms of settlement; and

4.2 acknowledges that all such information passing between the Parties, the Mediator and/or CEDR Asia Pacific, however communicated, is agreed to be without prejudice to any Party’s legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.

**5** Where a Party privately discloses to the Mediator any information in confidence before, during or after the Mediation, the Mediator will not disclose that information to any other Party or person without the consent of the Party disclosing it, unless required by law to make disclosure.

**6** The Parties will not call the Mediator or any employee or consultant of CEDR Asia Pacific as a witness, nor require them to produce in evidence any records or notes relating to the Mediation, in any litigation, arbitration or other formal process arising from or in connection with their dispute and the Mediation; nor will the Mediator nor any CEDR Asia Pacific employee or consultant act or agree to act as a witness, expert, arbitrator or consultant in any such process. If any Party does make such an application, that Party will fully indemnify the Mediator or the employee or consultant of CEDR Asia Pacific in respect of any costs any of them incur in resisting and/or responding to such an application, including reimbursement at the Mediator’s standard hourly rate for the Mediator’s time spent in resisting and/or responding to such application.

**Settlement formalities**

**7** No terms of settlement reached at the Mediation will be legally binding until set out in writing and signed by or on behalf of each of the Parties.

**Fees and costs of the Mediation**

**8** The Parties will be responsible for the fees and expenses of CEDR Asia Pacific and the Mediator **(“the Mediation Fees”)** in accordance with CEDR Asia Pacific’s Terms and Conditions of Business current at the date of this Agreement (including any provision for additional hours if the mediation process extends beyond the allocated hours).

**9** Unless otherwise agreed by the Parties and CEDR Asia Pacific in writing, each Party agrees to share the Mediation Fees equally and also to bear its own legal and other costs and expenses of preparing for and attending the Mediation **(“each Party’s Legal Costs”)** prior to the Mediation. However, each Party further agrees that any court or tribunal may treat both the Mediation Fees and each Party’s Legal Costs as costs in the case in relation to any litigation or arbitration where that court or tribunal has power to assess or make orders as to costs, whether or not the Mediation results in settlement of their dispute.

**Legal status and effect of the Mediation**

**10** This Agreement is governed by the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement and the Mediation.

**Changes to this Agreement**

**12** All agreed changes to this Agreement and/or the Model Procedure are set out as follows:

**Signed**

Party A

Party B

Mediator

CEDR Asia Pacific