

# MNCRS

## MEDIATION, NEGOTIATION & CONFLICT RESOLUTION SERVICES

The Agreement is among:

Name

Address

(“Party A”)

Name

Address

(“Party B”) (together “the parties”)

Paul Kirkwood, 36 Kirk Brae Edinburgh EH16 6HH (“the mediator”)

Name

Address

(“the assistant mediator”)

The following other persons are referred to:

of ( Party A’s representative)

of (Party B’s representative)

of ( Party A’s advisers)

of (Party B’s advisers)

It is agreed by signing this Agreement that:

1. The parties agree to attempt in good faith to resolve their dispute by mediation and they agree to appoint the mediator to mediate between them.
2. Mediation will take place at \_\_\_\_\_ on \_\_\_\_\_. Management of the process at mediation will be determined by the mediator, in full consultation with the parties.
3. The mediator will not act as legal adviser to any party. Any Party, including the Mediator, may withdraw from the mediation at any time.
4. Each party agrees to have present at the mediation an individual with full authority to settle the dispute without the need to consult others. If for any reason a party’s representative needs to consult others who will not be present on the mediation day, they will ensure that they are able to communicate with those individuals throughout the course of the mediation day.
5. Every individual involved in the mediation will keep confidential all information (be that oral, in writing or otherwise) arising out of or in connection with the mediation, including the fact and terms of any settlement. The mediation will be conducted on the same privileged basis as “without prejudice” negotiations in an action in the courts or similar proceedings.
6. Any settlement agreed at or as a result of the mediation shall not be binding and enforceable until reduced to writing and signed on behalf of the parties.

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7. By signing this Agreement each party agrees to the mediator's agreed terms and conditions which include the fees payable to the mediator. Unless otherwise agreed in advance, fees and expenses relating to mediation will be payable by the parties on an equal basis in advance of the appointed mediation day. Each party will pay its own expenses of preparation for, and participation and representation in, mediation.

8. The parties will not call the mediator as a witness nor require him to produce in evidence any records or notes relating to the mediation in any other proceedings.

9. The mediator shall not be liable to any party, except in the case of fraud, for any act or omission, whether negligent or otherwise, in the performance or purported performance of any of the services (before, during or after the mediation) provided by him arising from obligations under this Agreement.

10. This Agreement shall be governed by the laws of Scotland. Any dispute relating to the interpretation, meaning, or effect of this Agreement or any settlement terms will, in the first instance, be mediated and if no resolution is achieved then the courts of Scotland will have exclusive jurisdiction.

Signed at \_\_\_\_\_ on \_\_\_\_\_ as follows:

.....  
Party A's representative

.....  
Mediator

.....  
Party B's representative

.....  
Assistant mediator

Acknowledgement signed by the Advisers to the Parties at \_\_\_\_\_ on \_\_\_\_\_

We acknowledge and agree to be bound by the confidentiality provisions of this Agreement.

.....

by

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