

MEDIATION AGREEMENT - FORM C

THIS MEDIATION AGREEMENT is executed on *(insert date)* and made by and between:

(insert names and address of Parties)

(insert names of all parties) shall be hereinafter referred to as “**Parties**”)

AND

(insert names and address of Counsel)

(insert names of all Counsel) shall be hereinafter referred to as “**Counsel**”)

AND

Centre for Advanced Mediation Practice, (shall be hereinafter referred to as “**CAMP**”)

46, 36th Main,
BTM Dollar Scheme,
Bangalore – 560 068

AND

(insert name) shall be hereinafter referred to as “**Mediator**”)

Unless the context requires otherwise, all capitalised terms in this agreement (“**Mediation Agreement**”) shall have the meaning ascribed to them in the CAMP Mediation Rules, 2016 (“**Rules**”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- (i) The Parties, Counsel and Mediator undertake that they have read the CAMP Rules of Mediation, 2016 (“**Rules**”), the annexures and supporting documents and agree to be governed by these Rules. All

agree to participate in mediation (*insert reference number _____ to be filled by CAMP*) in good faith.

(ii) Particulars of each of the Parties, Counsel and Mediator are set out in **Annexure 1** to this Mediation Agreement.

(iii) The Parties and Counsel undertake that the dispute and all matters connected thereto in (*insert reference no: _____*) have been submitted to mediation through CAMP.

(iv) **Participation and Procedure:**

a) The Parties and Counsel are invited to attend mediation sessions in (*insert mediation reference no _____*). Parties seeking to bring other participants to attend mediation may do so and is subject to the CAMP Rules of Mediation, 2016.

b) The Parties understand and agree that they are aware of the Mediator(s) role in the mediation process. The Mediator is a neutral third party and shall not be responsible for the outcome of the mediation process. The Mediator does not provide any legal advice to any of the Parties to the mediation. Accordingly the Parties are strongly encouraged to seek independent legal advice for mediation.

c) The Parties and Counsel agree to co-operate with the process and make themselves available for further mediation sessions, telephone calls, tele-conferencing and/or mail/email.

d) The Parties shall participate voluntarily and may terminate the services of the Mediator at any stage of the mediation. The Mediator may withdraw from the mediation at any stage if he/ she is of the view that the process is not proceeding in a productive manner or if he/she feels that there is a conflict of interest with the mediation. However, the undersigned will continue to be bound by the confidentiality provisions of this Agreement and the Rules. In case a new Mediator is appointed, a fresh Mediation Agreement shall be entered into. The Parties agree to pay CAMP for all

services rendered by CAMP and the Mediator(s), until the termination of the mediation.

(v) **Disclosure:** The Mediator, each Party and Counsel confirm that they have disclosed any past or present relationship or other information that a reasonable person would believe could influence the Mediator's neutrality and acknowledge that there is no conflict of interest.

(vi) **Confidentiality:**

a) In order to promote communication at the mediation and facilitate resolution of the dispute, each of the undersigned agrees that the entire mediation process, and information, records, reports or other documents prepared and produced as well as all communications made for the purpose of, in the course of or pursuant to a mediation are confidential and inadmissible for any purpose in any legal, judicial or arbitral proceeding. All such communication, information and documents shall be confidential and inadmissible irrespective of settlement and shall remain inadmissible unless otherwise admissible or discoverable outside of mediation. Information otherwise admissible or discoverable shall not be or become inadmissible or protected from disclosure solely by reason of its introduction or use in mediation.

b) Any information shared by a Party(ies) and/or Counsel with the Mediator during a separate mediation session/private caucus specified to be confidential shall not be shared by the Mediator with the other Party(ies) and/or Counsel and/or any other person.

c) The mediation may be re-initiated at some point after the termination of the mediation process. The mediator's subsequent oral and written communications with the Party(ies) and/or Counsel in a continuing effort to resolve the dispute are subject to the provisions of this clause.

- d) The Parties and Counsel acknowledge that the mediation may not necessarily conclude in a settlement. Irrespective of whether a settlement of the dispute is arrived at or not, information, documentation or communication shared at mediation by the Parties and Counsel including the fact that any party had indicated his willingness to accept a proposal for settlement will remain confidential and inadmissible in any legal, arbitral or judicial proceeding, unless otherwise admissible or discoverable outside of mediation.
- e) This mediation process is to be considered settlement negotiations for the purpose of all relevant statutes or rules protecting disclosures made during such process from later discovery and/or use in evidence. The undersigned affirm that they are conducting or participating in this mediation solely in furtherance of a compromise, settlement or resolution of the Parties' dispute, in whole or in part.

(vii) Consequences of Breach

As the Parties are disclosing confidential information in reliance upon this agreement any breach of the confidentiality of this agreement could cause irreparable damages for which monetary and non-monetary damages may be due. Any party breaching this agreement shall be liable for and shall indemnify the non-breaching parties, for all costs, expenses, liabilities, and fees, including attorney's fees and other consequences thereof, which may be incurred as a result of this breach.

(viii) Disqualification of Mediator and Exclusion of liability:

- a) The Parties and Counsel shall not attempt to call or compel the Mediator, Co-Mediator, technical expert, CAMP or any of CAMP's employees, officers or representatives to give evidence or to testify or reveal or produce any information, documentation or communication made during the mediation in any arbitral or judicial proceeding.

- b) The Parties and Counsel agree that neither the Mediator nor CAMP shall be made a party to any arbitral or judicial proceeding relating to the mediation or to the subject matter of the mediation. Neither CAMP nor its employees, officers or agents will be liable to the Parties and Counsel for any act or omission in connection with any mediation conducted under this agreement.
- (ix) **Applicability of Agreement:** The undersigned agree that where this Agreement and the CAMP Rules of Mediation, 2016, conflict with any previous agreement related to or settling the present dispute, this Agreement and the Rules shall have overriding effect on and shall supersede any such previous agreement.
- (x) **Fee and Costs:** In consideration for the mediation services provided by the mediator and facilitated by CAMP, the Parties agree to pay CAMP as set forth in the attached fee schedule. CAMP will in turn compensate the mediator for all services under the Agreement and no Party shall make any other payments or gifts to the Mediator. However a Mediator may accept or give de minimis gifts or incidental items or services that are provided to respect cultural norms so long as such practices do not raise questions as to a Mediator's actual or perceived impartiality. Unless otherwise agreed by the Parties in writing, the costs of mediation including but not limited to appointment of a Co-Mediator, technical or other experts and advisors, shall be borne by the Parties in equal proportion. In case the parties engage technical or other expert(s) and advisor(s) separately each party bears his/her own costs.
- (xi) **Governing Law and Jurisdiction:** Any dispute arising out of this Agreement shall be referred to mediation through a mutually appointed Mediator outside the CAMP Mediation Panel. This Agreement shall be governed by and construed in accordance with the laws of India. The Courts at Bangalore shall have exclusive jurisdiction in relation to all matters related to CAMP, the mediation at CAMP, the process or the conduct of the Mediator during the mediation.

Signed By:

[Name of Party 1]/

[Name of authorised representative of Party 1, if applicable]

Signed By

[Name of Party 2]/

[Name of authorised representative of Party 2, if applicable]

Signed By:

[Name of Counsel for Party 1]

Signed By:

[Name of Counsel for Party 2]

Signed By:

[Name of the mediator]

Signed By:

[Representative of CAMP]

ANNEXURE 1

Party 1/ Authorised Representative*:	Counsel and Law Firm (if applicable)
Name (s): Address: Ph: Email:	Name (s): Address: Ph: Email:

Party 2/ Authorised Representative*:	Counsel and Law Firm (if applicable)
Name (s): Address: Ph: Email:	Name (s): Address: Ph: Email:

**In case representation in mediation is by authorised representatives, details of their authorisation (Board Resolution /Power of attorney/document of authority) shall be submitted to CAMP prior to the mediation.*