



Agreement to undertake mediation

This is an agreement between Name/Organisation:
Address:
Telephone:
Email:
Contact person:

And

Name/Organisation:
Address:
Telephone:
Email:
Contact person:

in order to solve our conflict with mediation.

The objectives of the mediation

The objective of the mediation is that we reach an agreement between us, which both solves our mutual conflict and betters the relationship between us.

About the mediation

We understand that mediation is a voluntary process, which any one of us can terminate at any given time. We likewise understand that the mediator has the right to, at any given point, bring the mediation to an end, if they feel that the case is not suited to mediation, or that further handling would be futile.

The mediator will not suggest a possible solution to the conflict, since it is us that are best able to recognise the problem and consequently best find the most suitable solution. The mediator will support and help us in working to find a solution.

It is solely us who are able to participate in the mediation process. No one else can participate, unless it is with the permission of both parties.

We will respect “The intentions for the mediation” (Refer to appendix).

About the mediator

The mediator is neutral, independent and impartial and adheres to mediationcenter’s code of ethics for good mediation. The mediator will help and support us through the mediation process.



Arrangement of Meetings

When this agreement is signed, both parties are summoned to attend the first mediation meeting at the mediationcenter premises in Hellerup. The length of time of the meeting is agreed upon. In the case where further meetings are required, an agreement will be made between the parties and the mediator at the end of the first mediation.

Confidentiality

In order to promote communication between us and the mediator, and for us to find a solution to our conflict, we are in agreement that all discussions undertaken as part of the mediation are confidential and without prejudice in every regard, including legal proceedings that may occur. Any information given by us is confidential. This also includes written material in all forms. The written materials, which either the mediator or us have received during the mediation, will be destroyed at such a time as an agreement is reached or the mediation otherwise ends.

We are both in agreement that the mediator cannot be used as a witness in later legal proceedings with reference to the above, and that the mediator can not be called upon to procure or copy documents which have been procured by one of us. We fully accept that the mediator will not, under any circumstances, disclose confidential information which is obtained during the mediation process; offer testimony for any of the parties or issue forms of affidavit or statement for use in a court of law or arbitration tribunal with regards to the above matter.

The parties concur that the mediation's confidentiality agreement does not extend to third parties who may be required to hand over a document, in relation to Chapter 28 of the Administration of Justice Act.

The mediator may find it necessary to meet with each of the parties in separate meetings or 'caucuses'. If required, the mediator will not pass on information from the separate meetings to the other party without the consent of those involved.

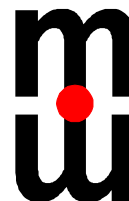
If we are employed by the same organisation, we accept that the result of the mediation can be reported to our organisation, but not the details of what occurred during the mediation process.

Agreement

The mediator will prepare a memorandum of understanding for us to sign. This document lists in point form all that we have agreed upon, and in particular, the expected course of action for each party. In the event that we request a formal agreement with opt-out clauses etc., we will refer the matter to our own solicitor.

Mediation Costs

We agree to pay mediationcenter a sum of, which will be used to cover the cost of the mediator, and does not include other costs that may arise. We agree that this payment will be divided between us. In addition we will each be responsible for covering our own expenses. At the beginning of the case we will pay mediationcenter a deposit of which will cover the cost of the case. This sum will be divided between us.



If the mediation is conducted between employees from the same organisation, the organisation will pay the costs of the mediation and consent to this agreement.

In the event that the cost of the mediation is likely to exceed the sum of the deposit, a further deposit will be required from all of us. All monies should be paid to mediationcenter.

We will investigate, either independently or with the aid of our solicitor, the possibilities for public legal aid to cover the cost of all or part of the mediation.

Limitations Period

We are in agreement that any limitations period is suspended, and the period of time from when the existing mediation agreement is signed until the mediation ends without agreement, is not included in the limitations period.

Evaluation

We are each prepared to, at the end of the mediation, complete an evaluation form regarding the mediation process to ensure that the best service is delivered, and that potential changes can occur on an ongoing basis to all parties' satisfaction.

The existing agreement replaces earlier agreements about mediation and conciliation, except in the case of another written agreement between us.

Appendix

“Intentions for the mediation”

Date, place and signature

Date, place and signature

Part 1

mediationcenter ltd.

Part 2