

## Mediation Agreement

### The undersigned:

**A:** [employer & address], represented by: [name]

and

**B:** Mr./Ms. [name], represented by / assisted by: [name]

and

....., MfN-registered mediator, hereinafter referred to as the  
**“Mediator”**,

Party A and Party B hereinafter jointly referred to as the **“Parties”** and each individually also as a **“Party”**;

hereby agree as follows:

### 1. Subject of the mediation

The subject of the mediation is [general description]..... (hereinafter: the **“Issue”**).

*Example: Tensions have arisen between the employee and employer. The Parties wish to explore in mediation which agreements they can make for the future.*

### 2. Mediation

2.1 The Parties and the Mediator will make efforts to resolve the Issue between the Parties through mediation in accordance with the MfN Mediation Rules as they apply on the date of this agreement (hereinafter: the **“Rules”**).

2.2 The Parties assign, and the Mediator accepts, the task of guiding the communication and negotiation process in accordance with the Rules.

2.3 The Mediator is responsible for facilitating the process. The Parties themselves are responsible for the content of any solution reached.

2.4 The Rules (a copy of which is attached to this agreement) form an integral part of this agreement. The Parties and the Mediator undertake towards each other to comply with everything required of them under the Rules.

2.5 The mediation commences on the date on which all Parties and the Mediator have signed this agreement, unless another date has been agreed in writing, in which case

the mediation shall commence from the intake meeting held on [date] with Party A/B. From that moment, the provisions of the Rules shall fully apply.

- 2.6 In addition to the provisions of the Rules, the Parties undertake towards the Mediator and towards each other to refrain from actions or behaviour that seriously hinder or obstruct the mediation. They agree to listen to each other's arguments, to search for compromises and to treat each other with respect.
- 2.7 The Mediator is also bound by the Code of Conduct for MfN Registered Mediators. The Parties declare that they have received a copy of this Code of Conduct.

### **3. Voluntary nature**

The mediation takes place on a voluntary basis. Each Party and the Mediator are free to withdraw from the mediation at any time and for any reason, thereby terminating the mediation as provided in Articles 5.1 and 8.1 of the Rules.

### **4. Confidentiality**

- 4.1 The mediation is confidential. The Mediator and the Parties undertake without reservation to maintain confidentiality as described in Articles 7 and 10 of the Rules.

The Parties are permitted to obtain legal advice. Such advisors will also be bound by confidentiality and the Parties must inform them of this obligation.

If one of the Parties wishes to discuss the content of the mediation with others (including legal advisors), this must be indicated in advance and a confidentiality agreement must be signed (which can be provided by the Mediator).

- 4.2 This agreement, in conjunction with the Rules, constitutes an evidentiary agreement within the meaning of the law (Article 7:900 of the Dutch Civil Code in conjunction with Article 153 of the Dutch Code of Civil Procedure). The Mediator and the Parties intend thereby to deviate in certain respects from the statutory rules of evidence in order to safeguard the confidentiality provided for in Articles 7 and 10 of the Rules.
- 4.3 **(Optional)** The Parties agree that information about the procedural progress of the mediation only (such as the scheduling of meetings) may be shared with HR / Occupational Health Services / referring parties.

### **5. Personal data**

Within the context of the mediation it is necessary for the Mediator to process personal data relevant to the mediation by including such data in the mediation file. This may include sensitive or special categories of personal data of the Parties.

By signing this agreement, the Parties explicitly consent to the Mediator processing their personal data in accordance with the Mediator's privacy statement. The Parties declare that they have received a copy of the privacy statement.

## **6. Representation and mandate**

- 6.1 Natural persons and representatives of legal entities shall sign this agreement and personally attend the mediation meetings, unless they have made other arrangements with each other and with the Mediator. In consultation with the Mediator and with the consent of the Parties, they may be accompanied by one or more persons, provided that such persons declare by co-signing this agreement that they will comply with the confidentiality obligations referred to in Article 4.
- 6.2 The representative referred to in Article 6.1 is authorised to perform the legal acts necessary within the framework of the mediation. At the Mediator's request, any Party represented shall provide written authorisation demonstrating the representative's authority.
- 6.3 By co-signing this agreement, the representative referred to in Article 6.1 declares that they will personally comply with the confidentiality obligations referred to in Article 4. These obligations apply both towards the legal entity they represent and towards its supervisors, employees, other (participation or advisory) bodies and third parties.
- 6.4 A representative of a public authority is only exempt from this confidentiality obligation if and insofar as this would conflict with the Dutch Open Government Act (Woo), other statutory provisions, or general principles of proper administration. During the mediation, it will be discussed which facts, data or proposals the representative may share with others within that public authority.
- 6.5 Representatives of legal entities shall inform the other participants and the Mediator whether they have the mandate to independently make agreements within the framework of this mediation.

## **7. Fees and costs**

- 7.1 The arrangements concerning the mediator's fees are set out in a separate engagement letter between [name employer] and the mediator.
- 7.2 The fees and costs referred to in Article 7.1 shall be borne by the Parties in the following proportion:
- Party A: 100%  
Party B: 0%
- 7.3 Each Party shall bear its own additional costs.
- 7.4 The mediator will invoice monthly.

## **8. Recording the outcome of the mediation and interim agreements**

- 8.1 The Parties jointly decide whether a solution reached in the mediation will be recorded in a settlement agreement or other written agreement to be signed by the Parties (hereinafter jointly: the "Agreement"). The Parties may seek advice from an external expert in drafting such an agreement, provided that the expert signs a

confidentiality agreement. The Parties remain responsible for the content of the Agreement.

- 8.2 Agreements made between the Parties during the mediation are only binding if they are recorded in writing, signed by the Parties and explicitly state that the agreements remain valid even if the mediation does not ultimately result in a final settlement.
- 8.3 The Parties jointly determine in writing to what extent the content of the Agreement and the written records referred to in Article 8.2 are confidential. If they do not specify otherwise, the Agreement and the written records referred to in Article 8.2 shall be confidential.

## **9. Deviation from the Rules**

- 9.1 If any provision in this agreement deviates from the Rules, the provision in this agreement shall prevail.

Agreed, drawn up and signed,

On [date], at [place],

**Party A**

(on behalf of)

[employer]

**Party B**

**Mediator**

[Name] | [Name] |

[Name] | [Name] |

[Name] | [Name] |