

ACI

A COMMERCIAL INITIATIVE
for
DISPUTE RESOLUTION

MEDIATION AGREEMENT

[Insert Parties Names]

AGREEMENT dated

BETWEEN:

ACI of 3 Verulam Buildings, Gray's Inn, London, WC1R 5NT

The Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Party 2 *[Insert Name and Address]*:

Represented by *[Insert Firm Name and Address]*

The Mediator *[Insert Name]*

The Assistant Mediator *[Insert Name]*

1. Description/nature of matter under investigation ("the dispute")

A dispute concerning *[insert wording to be agreed by the parties]*.

2. The Applicable Rules

The parties have agreed to refer the matter under investigation to mediation. All the parties hereto agree to be bound by the Mediation Procedure and the Costs of the Mediation Procedure, which are incorporated into and form part of this Agreement. For the avoidance of doubt it is agreed that any representative party signing this agreement does so on behalf of, and with the authority of, the party represented by such representative. Such representative agrees that they are bound by the terms of this agreement, the Mediation Procedure, the Costs of the Mediation Procedure insofar as applicable to them and the confidentiality provisions (insofar as permitted by law) and the exclusion of liability provisions contained in the Mediation Procedure. The assistant mediator likewise agrees to be bound by this agreement and the Model Procedure including the confidentiality provisions (insofar as permitted by law).

3. The Mediator

ACI has appointed _____ (*name*) as Mediator under the Mediation Procedure, and the mediator has accepted the appointment and has confirmed that, to the best of *his/her* knowledge and belief, *s/he* knows of no circumstances that give rise to a conflict of interest in relation to the dispute.

4. Authority

Each party will attend the Mediation with representatives holding full powers to negotiate and enter into any settlement reached in the Mediation, within the terms of the Mediation Procedure.

5. The Lead Negotiators

The Lead Negotiators for each of the Parties at the Mediation will have full authority to settle the dispute at the mediation (subject to the requirement for ratification by the RDC), and will be as follows:

FSA: *name, status*

Party 2: *name, status*

The parties will notify ACI and the Mediator of any intended change to these representatives.

6. Other Participants/Representatives

The following additional participants/representatives will be present on behalf of each of the Parties to the dispute:

FSA: *name, status, firm, address*

Party 2: *name, status, firm, address*

7. The Mediation

..... day(s) will be set aside by all parties for the Mediation. The Mediation will take place as follows:

Date of Mediation: *day(s) and date(s)*

Process commences: *9.30 am*

Venue: *address*

8. Settlement Agreement

No agreement reached at the mediation will be binding unless reduced to writing and signed by or on behalf of the parties. Thereafter the settlement agreement will become binding on the FSA when it has been ratified and endorsed by the RDC.

9. Applicable Law/Jurisdiction

This agreement shall be governed by, construed and take effect in accordance with English law. The courts of England shall have exclusive jurisdiction over any claim, dispute or matter of difference that may arise out of or in connection with the Mediation or this Agreement.

10. Human Rights

The referral of the dispute to mediation does not affect any rights that may exist under Article 6 of the European Convention of Human Rights. If the dispute is not settled by mediation, the parties' rights to a fair trial remain unaffected.

Signed byon behalf of ACI

Signed by(name)on behalf of Party 1

Signed by(name) on behalf of Party 2

Signed by(name) the Mediator

Signed by(name) the Assistant Mediator