



# Mediation Agreement

National  
Health Service  
Mediation



## Mediation Agreement National Health Service Mediation

**THIS AGREEMENT**

Dated: [Click here to enter text.](#)

**IS MADE BETWEEN**

**Party A**

[Click here to enter text.](#)

**Party B**

[Click here to enter text.](#)

(together referred to as "**the Parties**")

**The Mediator**

[Click here to enter text.](#)

(a term which includes any agreed **Assistant Mediator or Mediator Observer**)

**and**

**CEDR** of International Dispute Resolution Centre, 70 Fleet Street, London EC4Y 1EU

in relation to a mediation to be held:

on [Click here to enter text.](#)

at [Click here to enter text.](#)

**("the Mediation")**

**IT IS AGREED by those signing this Agreement THAT:**

**The Mediation**

1. The Parties agree to attempt in good faith to settle their dispute at the Mediation and to conduct the Mediation in accordance with this Agreement and consistent with the and Mediation Procedure (National Health Service Mediation) and the Civil Mediation Code of Conduct for Mediators current at the date of this Agreement

**Authority and status**

2. The person signing this Agreement on behalf of each Party warrants having authority to bind that Party and all other persons present on that Party's behalf at the Mediation to observe the terms of this Agreement, and also having authority to bind that Party to the terms of any settlement.
3. Neither the Mediator nor CEDR shall be liable to the Parties for any act or omission in relation to the Mediation unless the act or omission is proved to have been fraudulent or involved willful misconduct.

## Confidentiality and without prejudice status

### 4. Every person involved in the Mediation:

4.1 will keep confidential all information arising out of or in connection with the Mediation, but

not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law to implement or to enforce terms of settlement or to notify their member organisation or the Department of Health. For the avoidance of doubt, there is no requirement to keep the fact or terms of settlement confidential unless otherwise agreed by the parties.

however communicated, is agreed to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.

4.2 acknowledges that all such information passing between the Parties, the Mediator and/or CEDR

5. Where a Party privately discloses to the Mediator any information in confidence before, during or after the Mediation, the Mediator will not disclose that information to any other Party or person without the consent of the Party disclosing it, unless required by law to make disclosure.
6. The Parties will not call the Mediator or any employee or consultant of CEDR as a witness, nor require them to produce in evidence any records or notes relating to the Mediation, in any litigation, arbitration or other formal process arising from or in connection with their dispute and the Mediation; nor will the Mediator nor any CEDR employee or consultant act or agree to act as a witness, expert, arbitrator or consultant in any such process. If any Party does make such an application, that Party will fully indemnify the Mediator or the employee or consultant of CEDR in respect of any costs any of them incur in resisting and/or responding to such an application, including reimbursement at the Mediator's standard hourly rate for the Mediator's time spent in resisting and/or responding to such application.

## Settlement formalities

7. No terms of settlement reached at the Mediation will be legally binding until set out in writing and signed by or on behalf of each of the Parties

## **Fees and costs of the Mediation**

8. NHS Resolution will be responsible for the fees and expenses of CEDR and the Mediator (“the Mediation Fees” subject to an agreement with the claimant to that effect being in place) including any provision for additional hours if the mediation process extends beyond the allocated hours.
9. Each Party further agrees that any court or tribunal may treat both the Mediation Fees and each Party’s Legal Costs as costs in the case in relation to any litigation or arbitration where that court or tribunal has power to assess or make orders as to costs, whether or not the Mediation results in settlement of their dispute.

## **Legal status and effect of the Mediation**

10. This Agreement is governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement and the Mediation.
11. The referral of the dispute to the Mediation does not affect any rights that exist under Article 6 of the European Convention of Human Rights, and if their dispute does not settle through the Mediation, the Parties’ right to a fair trial remains unaffected.



**Signed**

**Party A**

Name

Sign

**Party B**

Name

Sign

**Mediator**

Name

Sign

**CEDR**

Name

Sign

**DETAILS OF PERSONS ATTENDING THE MEDIATION OTHER  
THAN THE PARTIES and CONFIDENTIALITY**

**AGREEMENT**

The Mediation Agreement between the Parties includes an agreement that the mediation and all discussions and documents relating to the mediation are private and confidential. Anyone attending this mediation is required to enter into an agreement that matters relating to the mediation will remain confidential. Accordingly, anyone attending the Mediation who is not a Party or a legal representative of a Party is required to enter into the following agreement

**I the undersigned, in consideration of my having been given permission by the Parties or their Representatives to attend the mediation referred to in this document, hereby agree that I will not refer to anything that I hear, see, or learn at this mediation at any time or in any place and that I will keep confidential everything that takes place during the mediation and shall not give evidence about nor discuss the same.**

**Name**

**Address**

**Signed**

Date: [Click here to enter text.](#)