**CEDR Mediation Agreement for Google's P2B Mediation**

THIS AGREEMENT dated ........................................................................................ IS MADE BETWEEN

**Party A**

........................................................... of ..................................................... (also referred to as ‘the ***Business User***’)

**Party B**

........................................................... of ...................................................... (also referred to as ‘***Google***’)

(together referred to as ‘the Parties’)

**The Mediator**

............................................................ of CEDR (a term which includes any agreed Mediator Observer)

and

**CEDR** of 100 St. Paul’s Churchyard, London EC4M 8BU

(together referred to as ‘the ***Providers of the Mediation Service’***)

in relation to a mediation to be held

on [DATE, TIME] ....................................................................................................................................

by video conference using Google Meet (‘the ***Communication Service Provider***’) or, in case of technical difficulties with the video conference on the day of the mediation, by telephone. Details about how to join the video conference(s) and back-up dial-in codes will be communicated to the Parties and the Mediator by CEDR by email at least three (3) working days before the mediation (‘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. The Mediator agrees to conduct and the Parties to participate in the Mediation in accordance with this Agreement to mediate and consistent with the Mediation Rules for Google P2B Disputes (‘the ***Mediation Rules****’*) applicable at the time of this Agreement. The Mediator further agrees to conduct the Mediation in accordance with the CEDR Code of Conduct for Third Party Neutrals current at the date of this Agreement. By accepting this Agreement, the Parties and the Providers of the Mediation Service confirm they understand and agree to be bound by the Mediation Rules, which is hereby incorporated by reference and is to be considered an integral part of this Agreement. The Parties expressly acknowledge and agree that nothing in this Agreement or the Mediation Rules obligates the Parties to settle their dispute at the Mediation.

**2.** The Parties agree that for the purposes of the Mediation the Mediator will be the organizer of the video conferencing or telephone communication service, unless otherwise agreed by the Parties.

**Authority and Status**

**3.** 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, the Mediation Rules, and also having authority to bind that Party to the terms of any settlement.

**Liability**

**4.** 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 wilful misconduct or involved a breach of the confidentiality provisions in Article 5 of this Agreement.

**Confidentiality and without prejudice status**

**5.** Every person involved in the Mediation:

**5.1.** will keep confidential all non-public information exchanged in the course of the Mediation, as well as those arising out of or in connection with the Mediation, including but not limited to written and oral submissions, documents and the existence of and the terms of any settlement and settlement proposal, unless otherwise agreed by the Parties in writing but not including the fact that the Mediation is to take place or has taken place or where disclosure is required by law, or to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants;

**5.2.** acknowledges that all such information passing between the Parties, the Mediator and/or CEDR, 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;

**5.3.** will not attempt to make any audio or video recording of any part of the Mediation without the express written consent of all Parties and the Mediator; and

**5.4.** will ensure that only those persons notified in writing by a Party to the Mediator and other Party prior to the commencement of any part of the Mediation may be present in the room where that Party’s computer(s) is/are located.

**6.** Where a Party privately discloses to the Mediator or CEDR any information in confidence before, during or after the Mediation, the Mediator or CEDR will not disclose that information to any other Party or person without the consent of the Party disclosing it.

**7.** The Parties understand that the Mediator and CEDR do not give legal advice and, subject to Article 4, agree that they will not make any claim against the Mediator or CEDR in connection with this Mediation. Without prejudice to Article 4 of this Agreement, the Parties will not make an application to 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 out of or in connection with their dispute and the Mediation, nor will the Mediator nor any CEDR employee or consultant agree to act as a witness, expert, arbitrator or consultant in any such process. Other than with respect to an application brought in connection with Article 4 of this Agreement, if any Party does make such an application (as listed above), 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 an application.

**Termination of Mediation**

**8.** The mediation shall be terminated (i) by the execution of a settlement agreement by the Parties; or (ii) by a written declaration of the Mediator to both Parties to the effect that further efforts at mediation would not contribute to a resolution of the Parties' dispute; or (iii) by a written or verbal declaration of any party to the effect that the mediation proceedings are terminated; or (iv) when there has been no communication between the Mediator and any party or party's representative for 10 days following the conclusion of the Mediation.

**8.1.** 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 by a duly authorised representative.

**Fees and Costs of the Mediation**

**9.** The Parties will be responsible for the fees and expenses of CEDR and the Mediator (‘the ***Mediation Fees***’) as set out in section 4 of Part III of the Application Form (‘the ***Fee Structure’***) current at the date of this Agreement (including any provision for additional hours if the mediation process extends beyond the allocated hours). Should the Parties require the Mediator to consider voluminous material or engage in substantial pre-mediation contact, which in the reasonable view of CEDR and or Mediator is above the level normally required to provide mediation under the Fee Structure, additional fees may apply. In these circumstances CEDR will seek to agree a suitable fee in negotiation with the Parties but if such fee cannot be agreed CEDR and the Mediator may decline to provide the service.

**10.** Unless the Mediator suggests otherwise in the course of the Mediation and the Parties agree with the Mediator's suggestion, it is agreed between the Parties that Google shall cover 60% of the Fee Structure, with the remaining 40% to be covered by the Business User. Each Party agrees to bear its own legal and other costs and expenses of preparing for and attending the Mediation (‘***each Party’s Legal Costs’***). However, 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.

**11.** Party A is required to make a payment on account as invoiced by CEDR. In the event that the payment is not received from Party A within the required time set out in the invoice, CEDR will release the booking and the Mediator will be available to accept other assignments.

**General**

**12.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.

**13.** The Parties may execute this Agreement using electronic signatures, electronic copies, and counterparts.

**14.** Any amendment must be in writing, signed by all Parties, the Mediator and CEDR, and expressly stating that it is amending this Agreement.

**15.** If any part of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

**Legal Status and Effect of the Mediation**

**16.** This Agreement states all the terms agreed between the parties and supersedes all other agreements between the parties as of its effective date, relating to its subject matter.

**17.** 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 matter arising out of or in connection with this Agreement or the Mediation.

**18.** 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. Notwithstanding the forgoing, the Parties agree not to commence any litigation or enforcement proceeding against the other Party relating to their dispute until the termination of the Mediation under Article 8 of this Agreement.

Signed

**CEDR**

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On ....................................................................................................................................

**Mediator**

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On....................................................................................................................................

**Party A**

[Signature]......................................................................................................................................................................

[Name] ……………………………………………………………………………………………………………………..

On....................................................................................................................................

**Party B**

[Signature]............................................................................................................................................

[Name] ……………………………………………………………………………………………………………………..

On....................................................................................................................................