

Lebanese Mediation Center (LMC)

Mediation Agreement

THIS AGREEMENT IS MADE BY AND BETWEEN

..... (Party A)

.....(Party B)
(together referred to as “the Parties”)

..... (the Mediator)
(a term which includes any agreed Assistant Mediator)

AND

The Lebanese Mediation Center (LMC)

IT IS AGREED by those signing this Agreement THAT:

1 The Mediation

The Parties agree to settle their dispute in good faith and amicably through Mediation and to conduct the Mediation in accordance with this Agreement and consistent with the Code of Conduct for Mediators of the LMC.

2 Authority and status

2.1 The person signing this Agreement on behalf of each Party warrants being the legal representative/ having power of attorney for M./Company.... By virtue of a proxy registered at the Beirut public notary Number... dated.... (attached) and having full authority to notify and receive notification, demand the resolution of a dispute, negotiation, dismissal, settlement and signing the mediation agreement in order to reach a mutual agreeable settlement to the conflict opposing the parties.

2.2 The Mediator shall not 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 in as far as the act or omission is not purposeful.

The LMC is not responsible or liable for the failure of any Mediation or the acts or omissions of the mediators and may not be subjected to legal claims with this respect either directly or as a third party under any circumstance.

3 Confidentiality

3.1 Every person involved in the Mediation:

will keep confidential all information arising out of or in connection with the Mediation, including the fact and terms of any settlement, 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; and acknowledges that all such information passing, 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 may be disclosed in law.

3.2 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.

3.3 The Parties will not call the Mediator as a witness or expert or arbitrator or consultant or lawyer whether directly or through partners, nor require the Mediator 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 act or agree to act as a witness, expert, arbitrator or consultant or lawyer directly or through partners in any such process or produce such records even after the Mediation mission ends.

Parties that suffer any such violation may start legal proceedings against the Mediator.

4 Settlement formalities

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 and certified by the LMC.

5 Fees and costs of the Mediation

5.1 The Parties will be responsible for the fees and expenses of the Mediation otherwise known as the Mediator fees and the administrative case management expenses ("the Mediation Fees") in accordance with the rules and schedule of the LMC current at the date of this Agreement.

The Mediation fees are to be settled before the mediation day and any additional hours are to be settled before the certification of the settlement agreement by the LMC.

5.2 Unless otherwise agreed by the Parties in writing, each Party agrees to share the Mediation Fees equally and also to bear its own legal and other costs and expenses of preparing for and attending the Mediation prior to the Mediation. 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.

6 Legal status and effect of the Mediation

This Agreement, including its execution and interpretation, is governed by the Lebanese laws and any disputes arising out of or in connection with this Agreement shall be finally settled by a sole arbitrator appointed in accordance with the Lebanese Arbitration Center Rules and Procedure. The language of the arbitration shall be the same as that of the mediation and the place of arbitration shall be Beirut.

Signed in Beirut on

Party A

Party B

Mediator

Lebanese Mediation Center.....