

# DMCC Silver Mediation Terms and Conditions

\_\_\_\_\_ (Party A)

\_\_\_\_\_ (Party B)

Party A and Party B (each a **Party** and together the **Parties**) have agreed to resolve their dispute by way of mediation administered by the DMCC Disputes Centre (the **Mediation**)

It is agreed by the Parties that the following terms and conditions (**Terms and Conditions**) apply to the Mediation:

## The Mediation

1. The Parties agree to attempt in good faith to settle their dispute using the Mediation service. The Parties agree to participate in the Mediation in accordance with these Terms and Conditions and the DMCC Disputes Centre Mediation Rules.
2. The Parties acknowledge that the mediator is independent from both of the Parties and that, before beginning the Mediation, the mediator has disclosed any prior dealings with either of the Parties to each of them.
3. The Parties acknowledge that mediation is a consensual process and either or both of the Parties can bring their participation in the Mediation to an end at any time, and for any reason. The Parties also acknowledge that a lawyer can only attend the Mediation with the consent of all the Parties.

## Authority and Status

4. Each Party warrants that:
  - 4.1 it has authority to be bound by these Terms and Conditions;
  - 4.2 any person participating at any stage of the Mediation on its behalf is so authorised to act; and
  - 4.3 it, and any person acting on its behalf, has authority to attend any meetings overseen by a mediator, negotiate, and reach agreement on and enter into any terms of settlement.

## Role of the Mediator

5. The Parties understand that the mediator does not give legal advice, or act in any judicial capacity. The mediator's role is to facilitate settlement and will not advise the Parties or impose any settlement upon the Parties.
6. The Parties agree that 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 wilful misconduct.
7. The Parties agree that they will not make any application in respect of, or otherwise call upon, the mediator, to act as a witness, nor require the mediator to produce in evidence any records, data, or documentation relating to the Mediation, in any litigation, arbitration, or other formal process arising out of or in connection with the dispute or the Mediation.

## Confidentiality

8. Each of the Parties, and any person acting on behalf of a Party:
  - 8.1 shall, unless otherwise agreed in writing by the Parties, keep confidential all information arising out of or in connection with the Mediation, including the terms of any settlement, but excluding the fact that the Mediation has or will take place; and
  - 8.2 acknowledges that all information passing between the Parties, the mediator, and the DMCC Disputes Centre, however communicated, is confidential and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process.
9. Where a Party discloses to the mediator or the DMCC Disputes Centre any information at any stage of the Mediation, the Parties acknowledge and agree that neither the mediator nor the DMCC Disputes Centre will disclose that information to any other party or person without the consent of the Party disclosing it.
10. Clause 8 and clause 9 do not apply where disclosure is required:
  - 10.1 by any order or direction of any court of competent jurisdiction or any competent judicial, governmental, regulatory or supervisory body;
  - 10.2 in order to implement or to enforce the terms of any settlement reached between the Parties;
  - 10.3 to notify a Party's insurers, insurance brokers, accountants, or legal representatives;
  - 10.4 where the DMCC Disputes Centre or the mediator reasonably considers that there is a serious risk of significant harm to the life or safety of any person if the information in question is not disclosed; or
  - 10.5 by applicable laws or regulations.

## Settlement Formalities

11. The Parties agree that they will be responsible for documenting and executing any terms of settlement agreed as a result of the Mediation.

## Fees and Costs of the Mediation

12. The Parties acknowledge and agree that this is a Silver Mediation and that they will be responsible for the fees and expenses of the Mediation in accordance with the DMCC Disputes Centre Mediation Rules.

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## Conflict

13. To the extent of any inconsistency between these Terms and Conditions and the DMCC Disputes Centre Mediation Rules, the DMCC Disputes Centre Mediation Rules will prevail.

## Counterparts

14. These Terms and Conditions may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

## Governing Law and Jurisdiction

15. These Terms and Conditions shall be governed by and construed in accordance with the laws and regulations of and applicable in the Dubai International Financial Centre (**DIFC**).
16. If any dispute, claim, controversy or difference between the Parties arises out of or in connection with these Terms and Conditions, including any question regarding their existence, validity, or interpretation, then the Parties agree that the courts of the DIFC shall have exclusive jurisdiction to finally determine the dispute.

SIGNED BY

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.....  
[NAME], [POSITION], [NAME OF COMPANY]

Date:

Duly authorised to sign this Agreement for and on behalf of Party A.

SIGNED BY

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.....  
[NAME], [POSITION], [NAME OF COMPANY]

Date:

Duly authorised to sign this Agreement for and on behalf of Party B.