**CONTRACT ON THE EXECUTION OF MEDIATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_ [*name of party, social security number., address*] \_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_ [*name of party, social security number., address*], (hereafter referred to as „parties“) and \_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_ [*name of appointed mediator, job title, place of work*], (hereafter referred to as „mediator“), enter into the following agreement:

**Article 1.**

The parties agree to submit their business dispute arising from [*short description of the subject matter of the dispute*] to mediation before the Iceland Chamber of Commerce.

The parties accept the mediator which has been appointed by the board of the Court of Arbitration of the Iceland Chamber of Commerce.

The statutes for the Court of Arbitration of the Iceland Chamber of Commerce on mediation are a part of this contract.

The mediation begins when the parties and the mediator sign this contract.

**Article 2.**

The mediator commits to handling the mediaton personally, lead the process and assist the parties in conducting in dialogue and finding them selves a solution their dispute and to reach an agreement. The mediator neither takes a stand towards the dispute nor has the role of solving it.

The mediator commits to being unpartial and unbiased in his work. The mediator shall contribute to equality between the parties and show them respect.

The mediator declares that he is entirely independent from the parties to the mediation. The mediator has not assisted them or in any ways been in such a relationship with them which can rightfully be a reason to impeach his impartiality.

The mediator commits to contributing to the parties reaching an agreement regarding the dispute which serves the interests and needs of the parties.

If parties jointly agree the mediator has the authority to lay before the parties a proposal to an agreement. In drafting such a proposal the mediator shall strive to take into account the parties´ interests and needs.

**Article 3.**

The mediation shall be governed by the mediator.

The mediator, after having consulted with parties, shall decide the arrangement of the procedure, i.a. whether the parties are allowed to have counsel present in the mediation meetings or whether the parties have the right to consult with counsel by any other means.

The mediator can hold joint meetings with every party and/or private meetings with each party. When private meetings are held it shall be specifically agreed upon and decided which information the mediator is permitted to transmit between the parties.

Representation, authority, information gathering, discontinue of mediation and the end of mediation shall be governed by the Statutes of the Court of Arbitration of the Iceland Chamber of Commerce on mediation.

**Article 4.**

A contract, which is agreed upon during mediation, is binding for the parties if it is in written form and signed by the parties´ representatives.

**Article 5.**

A party is unauthorized, without a written approval from the opposite party to the mediation, to disclose any information which he has gathered during the mediation. The parties are obligated not to summon the mediator as a witness in a private lawsuit before a court of law, in the purpose of getting him to disclose any such information.

This confidentiality obligation also applies before courts of law and goverments as is permitted by law. A party is however authorized to disclose before a court of law information on the subject of a binding contract which is reached during mediation, if such diclosure is necessary to ensure the contracts’ fulfillment.

This article does not apply to information which has been disclosed to the public or is considered general knowledge.

**Article 6.**

The mediator is not autorized, without a written approval of the parties, to disclose any information which he has gathered during the mediation.

The mediator is not authorized, without the approval of a party, to disclose to the opposite parties’ information which the party has provided him with during the mediation.

The mediator is not autorized, without the approval of parties, to use any information which he may have gathered during the mediation, while pursuing other work.

**Article 7.**

The parties are obligated not to refer a business dispute to a court of law, arbitration court, the government or any other arbiter body while mediation is ongoing.

[The parties are obligated to discontinue proceedings regarding their business dispute before [...] while mediation is ongoing.]

**Article 8.**

The mediators fee shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount, currency]. The mediators fee shall be paid in accordance with a payment plan which constitutes an annex to this agreement. The mediators fee shall be paid in full whether the parties reach a binding contract in accordance with article 4, or not.

The parties shall submit a guarantee for the mediators´ fee for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount, currency] before mediation commences and in such a form as the mediator sees sufficient. The guarantee shall be returned to the parties when the mediation ends and the mediators fees have been paid in full.

**Article 9.**

The Iceland Chamber of Commerce is not liable for any damages which may result from the actions of the mediator in regard to mediation.

The parties enter into the mediation voluntarily and bear on their own responsibility of the results of the mediation.

The mediator is not liable for any damages which the parties may sustain because of the medation procedure or its results.

**Article 10.**

This contract is governed by Icelandic law.

Any dispute regarding this contract the case shall be heard before the District Court of Reykjavik.

Reykjavik, [Date].

On behalf of A On behalf of B

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[Name of representative, job title] [Name of representative, job title]

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[Name of mediator]