

AGREEMENT TO MEDIATE
FORM -M2

This Agreement to Mediate is made on _____(date), at _____(Place), by and between:

(PARTY OF THE FIRST PART)

AND

(PARTY OF THE SECOND PART)

Party of the First & Second part collectively be referred to as “The Parties”

WHEREAS –

- I. The Parties hereto, have inter-se disputes amongst them and they would like to resolve the same by mediation process.
- II. Therefore, the Parties hereby agree that the Mediation shall be conducted in accordance with the Mediation Rules of ‘Hyderabad Arbitration Centre’ (HAC).
- III. The parties hereto have agreed that dispute shall be mediated by _____ number of mediators.
- IV. The parties hereto, have mutually agreed that the dispute shall be mediated by following mediator(s), appointed by HAC, with the consent of parties –

OR,

The parties hereto, have mutually agreed to designate HAC as appointing authority to appoint mediator(s) in accordance with HAC rules, in case parties fail to agree on the name of the mediator(s).

- V. The Mediation is being conducted with the purpose of arriving at an acceptable resolution by settling the dispute by consensus.

- VI. The Mediator(s) shall independently and impartially facilitate the parties to reach an amicable settlement of their dispute;
- VII. The parties expressly agree to Mediate in good faith.
- VIII. The parties acknowledge that the Mediation is a voluntary process and any party is free to terminate the process, until the parties have signed the settlement agreement.
- IX. The Parties agree that the Mediator(s) shall not be presented by the parties as a witness on behalf of or against any party to the dispute, in any arbitral or judicial proceedings or proceedings before any statutory or law enforcement authorities.
- X. The Parties agree that the Mediation Proceedings shall be confidential and private and none of the parties shall use the material or information disclosed by the other, and/or any document created or obtained in the due course of Mediation Proceedings, as evidence in any arbitral or judicial proceedings or proceedings before any statutory or law enforcement authorities.
- XI. The Parties agree that the Mediator(s) shall not be made liable or responsible by any of the parties, for any act or omission done by them in good faith, in due course of mediation process.
- XII. The Mediation Proceedings shall be terminated on the date, the settlement agreement is signed by the parties and duly authenticated by the mediator; or in accordance with Rule 13 of HAC Mediation Rules.
- XIII. The parties further agree to follow and abide by HAC Mediation Rules and HAC Schedule of fees for Mediation.

Parties hereto have set their hands on this Agreement to Mediate on date, first mentioned above.

Accepted

Signatures of First Party

Name & Signature of Mediator(s)

Signature of Second Party