



Alternative Dispute Resolution System

ADR UBUNTU

MEDIATION

AGREEMENT

5 January 2024

ADR UBUNTU MEDIATION AGREEMENT SAMPLE /1/2024

MEDIATION AGREEMENT

made and entered into between

Registration/ID No: _____

(herein after referred to as "Applicant")

and

Registration/ID No: _____

(herein after referred to as "Respondent")

TERMS AND CONDITIONS

1. It is recorded a dispute has arisen between the Parties and that the Parties have appointed _____ (*“the Mediator”*) and agreed to submit said dispute to mediation on the terms as set out herein.
2. The mediation shall take place on the ADR Ubuntu platform and the Rules as set out on the platform shall be applicable.
3. That the Applicant shall file his dispute on the platform and that the Respondent shall then be provided an opportunity to file his/their response to the allegations made.
4. The Mediator shall endeavour to assist the Parties to arrive at a negotiated settlement. The Mediator shall not advise the Parties on the merits of or make any pronouncement on the merits of the disputes in existence between the Parties. The Parties record and acknowledge that the Mediator will not, during the mediation proceedings, be entitled or expected to furnish them with any legal advice.
5. The Mediator shall have the discretion to make decisions concerning the administration, process and conduct of the mediation and the Parties shall be bound by such decision. The Mediator shall make such decisions in a manner which ensures that the mediation takes place expeditiously, and in as cost effective a manner as the nature and circumstances of the disputes permit. It is expressly agreed that, should it be necessary, during the course of the mediation, for any party to contact a professional adviser for advice, or to contact any work colleagues to discuss any issue arising in the mediation, the party shall be permitted to contact the said adviser or colleague, provided that the information exchanged with such adviser or colleague shall be subject to the same confidentiality arrangements as are set out in this agreement.
6. The Mediator shall, prior to the date of mediation, communicate with the Parties orally or in writing in relation to any of the logistical aspects pertaining to the mediation but shall not, during such preliminary communications, discuss the merits of the disputes or any proposals for the settlement thereof with any party.

7. Each party undertakes to co-operate in good faith with the Mediator in the conduct of the mediation. Each party moreover undertakes at all times during the mediation to refrain from conduct, which is in any way abusive, derogatory or insulting towards any of the other Parties to the dispute.
8. The mediation shall terminate when:
 - 8.1 the Mediator receives written notice from a Party stating that such Party withdraws from the mediation, provided that no Party shall withdraw from the mediation without first orally notifying the Mediator and giving the Mediator a reasonable opportunity to mediate on the Party's continued participation in the mediation.
 - 8.2 the Parties receive written notice from the Mediator stating that in the Mediator's opinion there is no reasonable prospect of a settlement and therefore the Mediator terminates the mediation.
 - 8.3 the Parties conclude a written agreement between themselves in which the Parties set out the terms upon which the Parties settle the Disputes (the "*Settlement Agreement*"), provided that the Parties and the Mediator may agree in writing to continue the mediation in respect of any part of the Disputes that remains unsettled after the conclusion of the Settlement Agreement.
9. In the event the Parties conclude a Settlement Agreement, then that Settlement Agreement shall be a final and binding settlement of the Dispute and shall be legally enforceable.
10. In the event that no Settlement Agreement is reached in the mediation, nothing divulged by any of the Parties during the mediation shall constitute a waiver or abandonment of any of that party's rights in relation to the disputes identified in paragraph 1 above.
11. The mediation proceedings shall be conducted on a without prejudice basis.
12. The Mediator may not disclose to any person (other than the Parties hereto) any information first obtained during the mediation of the Dispute without the prior written consent of the Parties, unless compelled by law to do so. Neither

the Mediator nor any of the Parties shall record the mediation proceedings by any digital, mechanical or other means.

13. The Mediator may not disclose to any person (including the Parties hereto) information disclosed by one of the Parties to the Mediator, without the prior consent of the Party who disclosed that information to the Mediator.

14. The Parties will not call the Mediator as a witness nor require [him/her] to produce in evidence any record or notes relating to the mediation in any litigation, arbitration or other litigation or other adversarial process arising from or in connection with the dispute and the mediation nor will the Mediator act or agree to act as a witness, expert, arbitrator, advisor or consultant in any such process. It is moreover agreed that the Parties hereto shall be entitled to apply for interdictory relief, preventing the Mediator or any other Parties hereto from breaching or procuring a breach of the provisions of this clause.

15. The Applicant shall pay the Mediator's agreed fee of R _____ unless the Parties in writing reach a different arrangement.

SIGNED AND DATED AT THIS THE DAY OF 20...

AS WITNESSES

1. _____

2. _____

APPLICANT

SIGNED AND DATED AT THIS THE DAY OF 20....

AS WITNESSES

1. _____

2. _____

RESPONDENT