



ABU DHABI GLOBAL MARKET COURTS
محاكم سوق أبوظبي العالمي

ADGM COURTS

PRACTICE DIRECTION 13

COURT-ANNEXED MEDIATION





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Date issued: 25 February 2019

This Practice Direction is to be read with, and subject to, the ADGM Court Procedure Rules 2016. Except as provided otherwise in this Practice Direction, terms have the meanings set out in those Rules.

A. DEFINITIONS

13.1 In this Practice Direction:

- (a) “court-annexed mediation” or “mediation” means mediation conducted in accordance with this Practice Direction and includes the entire process from the commencement of the mediation until its termination;
- (b) “dispute” means a dispute between the parties and includes the subject matter of actual proceedings between the parties or any part thereof;
- (c) “representative” includes any legal representative or other authorised representative of a party;
- (d) “mediation agreement” means the agreement that provides the legal basis for the mediation and which is entered into by the parties, the representative of the parties (if applicable) and the mediator;
- (e) “mediation session” means a meeting held for the mediation of a dispute;
- (f) “mediator” means the Court officer appointed by the Registrar to act as mediator in a dispute; and
- (g) “party” or “parties” means any party (whether a natural person, corporate entity or otherwise) involved in a dispute which is referred to mediation in accordance with the Rules and this Practice Direction.



B. COURT-ANNEXED MEDIATION [r.304]

Introduction

- 13.2 This Practice Direction applies to disputes that have been referred to court-annexed mediation in accordance with the Rules and this Practice Direction.
- 13.3 The primary purpose of this Practice Direction is to set out the procedure for court-annexed mediation having regard to the overriding objective that the mediation be conducted in an efficient, expeditious and cost-effective manner.
- 13.4 Court-annexed mediation is a flexible and confidential process in which the mediator actively assists parties towards a negotiated resolution of a dispute, with the parties in ultimate control of the decision to settle the dispute and of the terms of settlement.

General provisions

- 13.5 All communications in relation to a court-annexed mediation shall be in English. The Court or the mediator may request from the parties a translation of any document written in a language other than English, where such a document is required for the mediator to fulfil his or her mandate in accordance with this Practice Direction.
- 13.6 Without limiting any other mode of delivery, a party may file or exchange any document required under this Practice Direction in electronic format.

Referral to mediation

- 13.7 A dispute may be referred to court-annexed mediation:
- (a) voluntarily by all parties prior to or after commencement of proceedings; or
 - (b) by an order of the Court.

C. VOLUNTARY REFERRAL TO MEDIATION [r.305]

- 13.8 All parties to the dispute may refer their dispute voluntarily to court-annexed mediation (prior to or after commencement of proceedings), provided that the Court ordinarily would have jurisdiction to hear the dispute if proceedings were initiated.



- 13.9 For the purpose of paragraph 13.8, where the dispute is referred to court-annexed mediation prior to commencement of proceedings, the Registrar will, if required, make an assessment on a prima facie basis as to whether the jurisdictional requirement is satisfied.
- 13.10 Nothing in paragraphs 13.8 and 13.9 shall prejudice the Court's ability to make a subsequent ruling on jurisdiction in relation to the dispute.

Voluntary referral: prior to commencement of proceedings

- 13.11 Where the parties voluntarily refer the dispute to court-annexed mediation prior to commencement of proceedings, the parties must complete and jointly submit a Request for Court-Annexed Mediation in the form attached to this Practice Direction in Schedule A (the "request for mediation").
- 13.12 The request for mediation must be signed by all parties to the dispute (or, as applicable, their authorised representatives) and must include:
- (a) the names and contact details of the parties;
 - (b) if applicable, the names and contact details of the representatives of the parties;
 - (c) details of the dispute (which shall be expressed in neutral terms) in summary form (including the type, monetary value and particulars of the dispute);
 - (d) if the parties are unable to agree on the details of the dispute, each party may include a separate summary of the details of the dispute and attach it to the request for mediation; and
 - (e) any supporting documents upon which the parties intend to rely or which will assist in a settlement being reached at the mediation.
- 13.13 The Registry shall acknowledge in writing receipt of the request for mediation and, if the request is to be accepted, issue an invoice or invoices for the applicable filing fee as set out in the ADGM Courts Schedule of Fees.
- 13.14 The Registrar may, within his or her sole discretion, reject a request for mediation with no obligation to disclose the reasons for such rejection, and shall notify the parties of that decision in writing.



- 13.15 No further steps will be taken by the Court in relation to the request for mediation unless and until the applicable filing fee has been paid, or any other arrangement for the payment of the applicable filing fee has been approved in writing by the Registrar.
- 13.16 The Registrar shall appoint a mediator within 7 days of the payment of the applicable filing fee or as soon as is practicable and notify the parties of the appointment of the mediator in writing, at which time the mediation shall be deemed to have commenced.

Voluntary referral: after commencement of proceedings

- 13.17 Where the parties voluntarily refer the dispute to court-annexed mediation after commencement of proceedings, the parties must file a joint written request with the Registry for the appointment of a mediator (the “request for appointment of mediator”) in the form attached to this Practice Direction in Schedule B.
- 13.18 The Registry shall acknowledge in writing receipt of the request for appointment of mediator and, as applicable, issue an invoice or invoices for the filing fee as set out in the ADGM Courts Schedule of Fees.
- 13.19 No further steps will be taken by the Court in relation to the request for appointment of mediator unless and until the applicable filing fee has been paid, or any other arrangement for the payment of the applicable filing fee has been approved in writing by the Registrar.
- 13.20 The Registrar shall appoint a mediator within 7 days of the payment of the applicable filing fee or as soon as is practicable and notify the parties of the appointment of the mediator in writing, at which time the mediation shall be deemed to have commenced.
- 13.21 Unless the parties apply to the Court and the Court orders the suspension of any steps in proceedings, the time limits prescribed by the Rules for the taking of any steps by a party in the proceedings shall continue to apply, notwithstanding the voluntary referral of the dispute by the parties to court annexed mediation.

D. COURT ORDERED MEDIATION [r.306]

- 13.22 The Court may, at any stage of proceedings, either on its own initiative or upon the application of any party, refer the parties to court-annexed mediation where, in the opinion of the Court, mediation appears appropriate.



- 13.23 The Court's power to refer a dispute to mediation does not depend on the consent of all or any of the parties.
- 13.24 Within 7 days of the Court's order referring a dispute to mediation, the Registry shall, as applicable, issue an invoice or invoices for the payment of the mediation fee as set out in the ADGM Courts Schedule of Fees.
- 13.25 No further steps will be taken by the Court in relation to the mediation of the dispute unless and until the applicable mediation fee has been paid, or any other arrangement for the payment of the applicable mediation fee has been approved in writing by the Registrar.
- 13.26 The Registrar shall appoint a mediator within 7 days of the payment of the applicable mediation fee or as soon as is practicable and notify the parties of the appointment of the mediator in writing, at which time the mediation shall be deemed to have commenced.
- 13.27 Unless otherwise directed by the Court, the time limits prescribed by the Rules for the taking of any steps by a party in the proceedings are suspended from the date of the court order referring the dispute to mediation until the termination of the mediation.

E. ROLE AND FUNCTION OF THE MEDIATOR

- 13.28 Subject to paragraph 13.4, the role of the mediator is to assist the parties in their attempt to achieve a resolution of their dispute, with the parties in ultimate control of the decision to settle the dispute and the terms of the settlement.
- 13.29 The mediator shall:
- (a) at any time, prior to or after his or her appointment, disclose all actual and potential conflicts of interest reasonably known to him or her;
 - (b) at all times, remain independent and maintain confidentiality in relation to the mediation;
 - (c) conduct the mediation fairly and diligently whilst taking into consideration the circumstances of the dispute;
 - (d) assist the parties to the best of his or her capabilities to resolve their dispute by inter alia:
 - (i) facilitating discussions between the parties;



- (ii) assisting the parties in identifying underlying issues;
- (iii) clarifying priorities; and
- (iv) exploring areas of compromise and generating options in an attempt to resolve the dispute.

13.30 For the assistance of parties, a note on the appointment of court officers as mediators in court-annexed mediations is attached to this Practice Direction in Schedule C.

F. THE PARTIES

13.31 It is the duty of each party to act and participate in the mediation in good faith and to use their best efforts to co-operate with each other and with the mediator to enable the mediation to proceed smoothly and to resolve the dispute.

13.32 Parties should:

- (a) be prepared to treat all participants in the mediation with common courtesy;
- (b) have considered the issues which have priority for them and the possible options for resolving them;
- (c) have a clear view on what the best outcome would be from the mediation, and also the extent to which they would compromise; and
- (d) if represented in the mediation, confer upon the representative the necessary authority to settle the dispute.

13.33 Subject to paragraph 13.31, a party may withdraw from the mediation by giving notice of withdrawal in writing to the other party and the mediator.

G. THE MEDIATION AGREEMENT

13.34 As soon as practicable after the appointment of the mediator, the parties, the representatives of the parties (if applicable) and the mediator shall enter into a mediation agreement in the form attached to this Practice Direction in Schedule D.



- 13.35 Without limiting any other provision at law, upon signature of the mediation agreement, the signatories will be deemed to have accepted and will be bound by the terms of the mediation agreement, the Rules and this Practice Direction.
- 13.36 For the avoidance of doubt, the parties at all times shall abide by the confidentiality provisions of this Practice Direction notwithstanding that a mediation agreement has not been entered into.

H. CONDUCT OF THE MEDIATION

- 13.37 The Court shall provide the necessary support and assistance required for the effective administration of the mediation, including (as required) organising conference calls, videoconference facilities or a venue for any preliminary meeting between the parties and the mediator prior to the mediation session and a venue for the mediation session.
- 13.38 Within 7 days of his or her appointment, the mediator shall schedule as appropriate:
- (a) a preliminary meeting of the parties prior to the mediation session; and/ or
 - (b) the mediation session, and
- shall notify the parties in writing of the date, time and place of the scheduled preliminary meeting and/ or mediation session.
- 13.39 In a court ordered mediation, the Court may give directions regulating the practice and procedure to be followed in the mediation.
- 13.40 Unless the mediator otherwise indicates, or the Court otherwise directs:
- (a) the preliminary meeting and/ or the mediation session must be attended by each party or, if a party is a corporate entity, by an officer of the corporate entity having authority to settle the dispute;
 - (b) if a party is represented in the mediation, that party shall confer upon the representative the necessary authority to settle the dispute;
 - (c) all persons attending the preliminary meeting may do so by telephone, video link or in person; and



(d) all persons attending the mediation session must do so in person.

13.41 As soon as practicable after his or her appointment or during the preliminary session, the mediator shall provide instructions to the parties on the exchange of any documents to facilitate the mediation, provided always that such exchange should be proportionate to the amount of the dispute and the circumstances of the parties involved in the dispute.

13.42 During the preliminary meeting or the mediation session, the mediator must inform the parties of the following:

- (a) the purpose of mediation and its objective to facilitate settlement between the parties;
- (b) the mediator's role as an impartial and independent third party who cannot make any decisions of fact or law and who cannot determine the credibility of any person participating in the mediation;
- (c) the Rules and this Practice Direction, which govern the mediation;
- (d) the confidentiality of the mediation process as provided in this Practice Direction;
- (e) subject to the parties' right of being in control of the information they wish to disclose during the mediation, that mutual disclosure of information may assist in the mediation process and in working towards settlement of the dispute; and
- (f) any other matters that are relevant to the future conduct of the mediation.

I. TERMINATION OF THE MEDIATION

13.43 The mediation will terminate upon the earliest of the following:

- (a) subject to paragraph 13.31, a party's withdrawal from the mediation;
- (b) a written settlement agreement is concluded between the parties;



- (c) the mediator notifies the parties in writing that, in the mediator's opinion, the mediation is unlikely to resolve the dispute between the parties; or
- (d) circumstances have arisen whereby there is no further necessity to continue with the mediation.

J. NOTIFICATION AFTER MEDIATION

- 13.44 If a settlement is not reached in the mediation, within 7 days after the termination of the mediation, the mediator shall notify the Registry in writing accordingly.
- 13.45 If a settlement is reached in the mediation, within 7 days of the terms of settlement being signed by the parties, the mediator shall notify the Registry in writing that the mediation has resulted in the settlement of the dispute or (if relevant) a part of the dispute, in which case the mediator shall provide a brief description of that part of the dispute which has been settled.

K. SETTLEMENT OF DISPUTE

- 13.46 A settlement reached in the mediation will be legally binding only when reduced into writing and signed by or on behalf of each of the parties.
- 13.47 Upon the request by one or all of the parties, and if proceedings have been commenced, the Court will make an order or orders giving effect to any settlement agreement arising out of a court-annexed mediation.

L. CONFIDENTIALITY

- 13.48 Subject to the provisions of this part, the mediation shall be conducted in confidence and all communications made in the mediation, including information disclosed, views expressed and statements made (whether oral or written), are made on a strictly 'without prejudice' basis and shall not be used in any proceedings before any court or other body.
- 13.49 Unless required by law or otherwise agreed between the parties in writing:



- (a) save for the fact of the mediation taking or having taken place all other aspects of and relating to the mediation shall be private and confidential; and
- (b) any settlement agreement between the parties shall be kept confidential, save and except that a party shall have the right to disclose it to the extent that such disclosure is necessary for its implementation or enforcement.

13.50 Unless required by law or otherwise agreed between the parties in writing, a party shall not produce as evidence nor disclose in any judicial, arbitral or any other type of proceedings:

- (a) any documents, statements or communications which are submitted by another party in the mediation, unless such material can be or has been independently obtained in any judicial, arbitral or other type of proceedings by the party seeking to produce such material;
- (b) any views expressed, suggestions or offers made by any party in the mediation with regard to the dispute or the possible settlement of the dispute;
- (c) any views or proposals put forward by the mediator in the mediation;
- (d) any admissions made by any party in the mediation; or
- (e) the fact that any party indicated in the mediation that it was ready to offer or accept a proposal for settlement.

13.51 Unless required by law or unless all parties and the mediator otherwise agree in writing, the mediator shall not give evidence or produce in evidence any records or notes relating to the mediation in any proceedings before any court or other body arising out of or in connection with the mediation of a dispute.

M. IMMUNITY

13.52 The mediator shall not be liable to any person for any act or omission in connection with the mediation, except to the extent such limitation of liability is prohibited by law.



13.53 Subject to paragraph 13.52, the mediator shall not give legal advice and by participation in court-annexed mediation the parties thereby waive their right to make any claim, against the mediator for any matter in connection with or in relation to the:

- (c) dispute between the parties;
- (d) mediation; and
- (e) services provided by the mediator.

13.54 The parties agree that the mediator is not an expert for the purpose of *Article 257 of Federal Law No (3) of 1987*.

N. COSTS [R.307]

13.55 If the dispute is referred to mediation pursuant to a court order, in exercising its discretion as to costs in the proceedings the Court may make an order as to the payment of any costs relating to or arising from the mediation by one or more of the parties in such manner as the Court may see fit.

13.56 If the dispute is referred to mediation by voluntary referral of the parties prior to or after commencement of proceedings, payment of the applicable filing fee shall be made by the parties in such proportions as they may agree between themselves.

13.57 In the absence of a court order under paragraph 13.55 or the agreement of the parties under paragraph 13.56, the costs of the mediation shall be borne equally by the parties.

13.58 Nothing in this section shall limit the Courts' discretion as to costs under Rule 307.



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SCHEDULE A

Request for Mediation

Notice to Parties

- Please refer to Part 36 of the ADGM Court Procedure Rules and Practice Direction 13 for information on court-annexed mediation.
- Parties filing this request for mediation (the “request”) must complete the request and file it via email to registry@adgmcourts.com.
- Parties must pay the filing fees that are applicable in accordance with the ADGM Courts Schedule of Fees.
- Please note that pursuant to Rule 307 of the ADGM Court Procedure Rules, in exercising its discretion as to costs in the proceedings, the Court may take into account the parties’ conduct in relation to any attempt to resolve the dispute by mediation.

Details of Parties to the Mediation¹	
First Party	[name]
Representative	[name]
Firm or Company	[name]
Firm or Company Reference	[reference number]
Contact name	[name]
Contact telephone	[telephone]
Contact email	[email]
Second Party	[name]
Representative	[name]
Firm or Company	[name]
Firm or Company Reference	[reference number]
Contact name	[name]
Contact telephone	[telephone]
Contact email	[email]
[Third Party]	[Provide details of any additional party and, if applicable, their representatives here]

Details of the Dispute	
Type of dispute	[insert type of dispute]
Estimated amount in dispute	[USD]
Particulars of dispute²	
[please set out a summary of the dispute in numbered paragraphs here]	
Supporting documents	
[please list all supporting documents the parties intend to rely on in the mediation and attach such documents to the request]	

Parties' proposed dates for Preliminary Meeting and Mediation Session	
Dates	[list parties proposed or available dates for a preliminary meeting and the mediation session]

¹ List the names and contact details of all parties to the mediation and, if applicable, each party's representative authorised to represent the party at mediation and to bind the party to any settlement.

² All parties to the mediation must complete this section jointly in neutral terms. If the parties are unable to agree on the details of the dispute, each party may include a separate summary of the details of the dispute and attach it to the request. Please note that each party will be given an opportunity to set out his side of the dispute separately to the mediator.

Signature	
Signature of First Party	<hr/> [name]
Signature of the representative of First Party <i>(if applicable)</i>	<hr/> [name]
Date of signature	
Signature of Second Party	<hr/> [name]
Signature of the representative of Second Party <i>(if applicable)</i>	<hr/> [name]
Date of signature	
<i>[add signatures of any additional parties]</i>	



SCHEDULE B

Request for Appointment of Mediator

1. Parties to the Request

This Request for appointment of mediator (the “request”) is filed with the Registry of ADGM Courts (the “Registry”) by:

First Party
[name] [contact details]
Representative <i>(please complete if First Party is represented in the mediation)</i>
[name] [contact details]
Second Party
[name] [contact details]
Representative <i>(please complete if Second Party is represented in the mediation)</i>
[name] [contact details]
<i>[provide details of any additional parties (and their legal representatives, if applicable) here]</i>
(together referred to as the “Parties”)

2. Appointment of mediator

The Parties have commenced proceedings in ADGM Courts in relation to the dispute, the subject of matter of [Case No.] (the “dispute”).

The Parties wish to voluntarily refer [[their dispute] OR [part of the dispute¹]] to court-annexed mediation of ADGM Courts.

The Parties jointly file this request with the Registry for the appointment of a mediator to mediate the dispute in accordance with the ADGM Court Procedure Rules and ADGM Courts Practice Direction 13.

3. Signature

This Request is signed on this [date] by:

First Party	<hr/> [sign and print name]
Representative of First Party (if applicable)	<hr/> [sign and print name]
Second Party	<hr/> [sign and print name]
Representative of Second Party (if applicable)	<hr/> [sign and print name]

¹ In the event that part only of the dispute is being referred to court-annexed mediation, the parties are to identify briefly which part of the dispute is to be so referred.



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SCHEDULE C

A Note on the Appointment of Court Officers as Mediators in Court-Annexed Mediations

Introduction

1. The growing trend of court-annexed mediation as an alternative dispute resolution option to court litigation has resulted in court-annexed mediation becoming an integral and accepted part of dispute resolution. Mediation offers a multitude of advantages to both the courts and court users, including easy access to justice, speedy resolution of disputes, the reduction in any backlog of cases, efficient administration of justice and court resources, costs savings to parties by avoiding lengthy court proceedings, and enabling parties to reach a negotiated settlement of their dispute through a process which they control.
2. In ADGM, court-annexed mediation is conducted by court officers or independent mediators appointed by ADGM Courts (the “Court”). Schemes that allow for the appointment of court officers as mediators need to provide measures to ensure a conflict will not arise in regard to any existing or future proceedings.
3. This paper sets out the measures that will be in place to address any concerns about the potential for a conflict of a court officer appointed as a mediator in court-annexed mediations. The Court wishes to assure members of the public and court users that these measures will safeguard the integrity of court-annexed mediation in the Court and the judicial process.

Court-annexed mediation services of ADGM Courts

4. The court-annexed mediation procedures and services of the Court are set out in Part 36 of the *ADGM Court Procedure Rules 2016* (“CPR”) and ADGM Courts Practice Direction 13 (“PD 13”). Parties can seek mediation services from the Court either prior to or after commencement of proceedings.

5. Parties seeking mediation of their dispute prior to the commencement of proceedings are required to submit a request for mediation to the Registry of the Court (the “Registry”) in the form set out in Schedule A to PD 13, provided that the Court ordinarily would have jurisdiction to hear the dispute if proceedings were initiated. The Registrar has sole discretion to reject a request for mediation with no obligation to disclose the reasons for such rejection. If the request for mediation is accepted, the Registrar will appoint a court officer to act as mediator upon payment of the applicable filing fee or as soon as is practicable. The Parties may also refer their dispute voluntarily to court-annexed mediation where proceedings already have been commenced by filing a request for the appointment of a mediator with the Registry in the form set out in Schedule B of PD 13.
6. The Court may, at any stage of proceedings, either on its own initiative or upon the application of any party, refer the parties to court-annexed mediation. Consensual mediation is highly desirable. However, the Court’s power to refer a dispute to mediation does not depend upon the consent of the parties.
7. Under this scheme, the parties may not select the court officer or nominate an external individual for appointment as mediator. The selection of the mediator lies solely with the Registrar. The primary role and function of the mediator is to assist the parties in achieving a resolution of the dispute, with the parties in ultimate control of the decision to settle the dispute and the terms of settlement. The role and function of the mediator are set out in further detail in PD 13.28 and 13.29.
8. The parties have a duty to act and participate in the mediation in good faith and to use their best efforts to co-operate with each other and the mediator to enable the mediation to proceed smoothly and to resolve the dispute.
9. As soon as practicable after commencement of the mediation, the mediator and the parties are to enter into a mediation agreement in the form set out in Schedule D to PD 13 (one of the principal aims of which is to maintain the confidentiality of the mediation). The mediation session is private and closed to the public. Provisions relating to the general conduct of the mediation are set out in PD13.37 to 13.42.
10. If a settlement is reached during the mediation, the parties are required to record their settlement in writing, which is to be signed by or on behalf of the parties. It is only then that the settlement agreement will be legally binding. Following termination of the mediation, the mediator must inform the Registry in writing of the outcome of the mediation (i.e. whether settlement has been reached or not) without disclosing any details relating to the mediation.

First measure: obligation of confidentiality

11. As noted above, mediation is a confidential process. The obligation of confidentiality is to be included in the mediation agreement which is to be signed by the parties and the mediator. The obligation of confidentiality is also contained in PD 13. For example:
 - (a) PD 13.48 mandates that the mediation shall be conducted in confidence and all communications made in the mediation shall not be used in any proceedings before any court or other body; and
 - (b) PD 13.51 contains a general prohibition in relation to the mediator giving evidence or producing in evidence any records or notes relating to the mediation in any proceedings before any court or other body.
12. This provides the parties with the general safeguard that the mediator will, in accordance with those provisions, maintain the confidentiality of the mediation, including in relation to all information disclosed by the parties or made available to the mediator during the mediation process.

Second measure: designated court officers

13. In court-annexed mediation, specific court officers are designated for appointment as mediators. Only court officers who are accredited mediators will conduct mediations under this scheme. It should be noted that for this purpose a Judge is not a designated court officer.
14. The Registrar is exempt due to the Registrar's supervisory role in relation to the management of cases filed with the Court and the quasi-judicial functions (e.g. Costs Officer) assigned to the Registrar under the ADGM Courts, Civil Evidence, Judgments, Enforcement and Judicial Appointments Regulations 2015 and the CPR.
15. Case administrator managers are also exempt from acting as mediators due to their primary function of overseeing the management and administration of cases filed with the Court.
16. Court officers designated for appointment as mediators are not responsible for the management and administration of cases filed with the Court. They may be called upon from time to time to assist in the administration of a particular case, but steps will be taken to avoid their being involved in the administration of a case that has been referred to them for mediation.

Conclusion

17. The above measures should provide court users with the assurance needed that by introducing a court-annexed mediation scheme, the integrity and fairness of the court process will not be compromised. Rather, the court-annexed mediation scheme should be seen as a progressive development and an additional service offered by the Court to provide parties with a cost-effective alternative dispute resolution option for the resolution of their disputes.



SCHEDULE D MEDIATION AGREEMENT

This mediation agreement (the “Agreement”) is made between:

First Party
[name] [contact details]
Representative <i>(please complete if First Party is represented in the mediation)</i>
[name] [contact details]
Second Party
[name] [contact details]
Representative <i>(please complete if Second Party is represented in the mediation)</i>
[name] [contact details]
<i>[provide details of any additional parties (and their legal representatives, if applicable) here]</i> (each referred to as the “Party” and together as the “Parties”)
AND
Mediator
[name] [contact details]
(referred to as the “Mediator”)

RECITAL

[The Parties have agreed to refer their dispute relating to [brief description of dispute] to court-annexed mediation in accordance with ADGM Court Procedure Rules 2016 and ADGM Courts Practice Directions 13.]

OR

[Pursuant to Court order of [xxx] dated [xxx] in proceeding [xxx], the dispute in the proceedings has been referred to court-annexed mediation.]

1. Agreement to Mediate

By signing this Agreement:

- (a) the Parties, their representatives (if applicable), and the Mediator agree to be bound by, and the mediation to be conducted in accordance with, the terms of this Agreement, the ADGM Court Procedure Rules 2016 and ADGM Courts Practice Direction 13; and
- (b) for the avoidance of doubt, the parties, their representatives (if applicable) and the Mediator expressly agree that the provisions related to confidentiality (Section L) and immunity (Section M) of ADGM Courts Practice Direction 13 shall apply to the mediation.

2. Amendment

No amendment made to this Agreement shall be valid unless it is made in writing and is signed by all persons to this Agreement.

3. Governing Law

This Agreement is governed by the laws of Abu Dhabi Global Market and ADGM Courts shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement.

4. Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together and when delivered to one another, including in electronic copies, shall constitute one and the same document.

This Agreement is signed on this [date] by:

First Party	<hr/> <p>[sign and print name]</p>
Representative of First Party <i>(if applicable)</i>	<hr/> <p>[sign and print name]</p>
Second Party	<hr/> <p>[sign and print name]</p>
Representative of Second Party <i>(if applicable)</i>	<hr/> <p>[sign and print name]</p>
The Mediator	<hr/> <p>[sign and print name]</p>