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**MODEL MEDIATION AGREEMENT  
OF  
NORDIC OFFSHORE AND MARITIME ARBITRATION ASSOCIATION (NOMA)**

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This mediation agreement (the “**Agreement**”) is made on [Date] between:

- (1) [Name and address of Party A];
- (2) [Name and address of Party B];  
(individually referred to as a “**Party**” and collectively as the “**Parties**”); and
- (3) [Name and address of the mediator(s)] (the “**Mediators**” or “**Mediator**” which shall have the same meaning irrespective of the numbers of mediators).

## **Article 1 Background**

- (A) A dispute concerning [insert short description] has arisen between the Parties (the “**Dispute**”); and
- (B) The Parties have requested the Mediator[s] to assist them in resolving the Dispute by mediation as further described herein.

Against this background, it is agreed as follows:

## **Article 2 Definitions**

In addition to definitions elsewhere in this Agreement, the following definitions shall apply herein:

- |                                 |  |
|---------------------------------|--|
| “ <b>MMC</b> ”                  | means Mediation Management Conference;                                       |
| “ <b>NOMA</b> ”                 | means the Nordic Offshore and Maritime Arbitration Association;              |
| “ <b>NOMA Mediation</b> ”       | means mediation to be performed in accordance with the NOMA Mediation Rules; |
| “ <b>NOMA Mediation Rules</b> ” | means the mediation rules adopted by NOMA.                                   |

## **Article 3 The NOMA Mediation**

- 3.1 The purpose of the NOMA Mediation is for the Parties to settle the Dispute with the assistance of the Mediator.
- 3.2 By entering into this Agreement, the Parties confirm their intention to reach a settlement of the Dispute and to commit to negotiating the Dispute constructively in good faith.
- 3.3 Either Party may at any time decide to withdraw from the NOMA Mediation with no obligation to state any reason for its decision.

## **Article 4 Appointment of the Mediator**

- 4.1 The Parties hereby appoint [...] to serve as Mediator to assist them in resolving the Dispute in accordance with this Agreement and the NOMA Mediation Rules.

- 4.2 The Parties, if relevant, appoint [Name] as the lead mediator in accordance with the NOMA Mediation Rules Article 5.3.
- 4.3 The Parties, if relevant, appoint [Name] as the mediation assistant in accordance with the NOMA Mediation Rules Article 5.4.
- 4.4 The person signing this Agreement on behalf of each Party has the authority to engage the Mediator on behalf of such Party on the terms set out herein.
- 4.5 The Mediator accepts to serve as a mediator under and in accordance with this Agreement and the NOMA Mediation Rules. In this respect the Mediator also confirms, based on the information presented by the Parties, to have the time necessary to conduct the Mediation diligently and efficiently within the time period set out in Article 6.2 of this Agreement.

## **Article 5 Impartiality and Independence**

[Alternative 1]: The Mediator commits to comply with the independence and impartiality requirements of the NOMA Mediation Rules Article 7, and the Mediator hereby confirms to the best of the Mediator's knowledge there does not exist any facts or circumstances requiring disclosure according to said terms.

[Alternative 2]: The Mediator commits to comply with the independence and impartiality requirements of the NOMA Mediation Rules Article 7, and in doing so the Mediator draws attention to the matters set out in Schedule 1 hereto which may require disclosure according to said terms. The Mediator is of the opinion that none of these matters should hinder the independence or impartiality of the Mediator, and the Parties hereby confirm that the matters disclosed are fully acceptable to the Parties.

## **Article 6 Preparation and Performance of the Mediation**

- 6.1 The Parties and the Mediator agree to conduct a MMC to prepare the Mediation in accordance with the NOMA Mediation Rules Article 8 on [Date and Time]. The (lead) Mediator shall arrange and chair the MMC.
- 6.2 The Parties agree that the Mediation meetings shall take place within the period from [date] to [date].
- 6.3 A detailed schedule shall be agreed upon as part of the MMC. Such schedule, including when the Mediation meetings shall take place, cf. Article 6.2 of this Agreement, may be revised to the extent necessary and as agreed between the Parties and the Mediator.
- 6.4 The Mediation shall be conducted in [insert City and Country]. The venue of the Mediation shall be agreed upon as part of the MMC.
- 6.5 The Mediation will be conducted in [insert Danish, Norwegian, Swedish (Scandinavian) or English].
- 6.6 The Parties have appointed one representative each, as listed below, to represent them in the Mediation.

[Party A] has appointed as its representative:

[Name]

[Title]

[Email-address]

[Cell number]

[Party B] has appointed as its representative:

[Name]

[Title]

[Email-address]

[Cell number]

- 6.7 Each Party warrants that its appointed representative is duly authorised to negotiate and settle the Dispute, including signing a settlement agreement, on its behalf.
- 6.8 Any other persons including possible legal counsel being part of the negotiating teams of the Parties will be discussed and identified as part of the MMC. The Parties will seek to limit the number of members of their negotiation team and seek a fair balance between the teams. Some members of the teams may, if appropriate, take part in only parts of the Mediation, cf. NOMA Mediation Rules Article 8.3 (h).
- 6.9 The Parties warrant that their representatives and any other persons being part of their negotiation teams are committed to and will adhere to the confidentiality provisions of the NOMA Mediation Rules Article 18.
- 6.10 Unless otherwise agreed in writing, the Mediation and the preparation thereof will be carried out in accordance with the NOMA Mediation Rules. [The Parties have agreed on the deviations and/or additional terms set out in Schedule 2 hereto.]

## **Article 7 Fees and Costs**

- 7.1 The Parties are jointly and severally liable for the fees and expenses of the Mediator in accordance with NOMA Mediation Rules Article 19.
- Between the Parties only, the Parties shall be liable for [insert agreed mechanism] of the fees and expenses.
- Each Party carries its own costs related to the Mediation.
- 7.2 Administration fee to NOMA is as per NOMA's administrative procedures in force when entering into this Agreement. NOMA's administrative procedures is published on NOMA's website: [www.nordicarbitration.org](http://www.nordicarbitration.org).
- 7.3 The Mediator's fee is [insert fee rate] per hour for all time reasonably accrued in connection with the mediation of the Dispute, including preparations.

- 7.4 The fee of the mediation assistant if used is [insert fee rate] per hour for all time reasonably accrued in connection with the mediation of the Dispute, including preparations.
- 7.5 A deposit of [insert amount] shall be paid to the Mediator in accordance with NOMA Mediation Rules Article 20.

## **Article 8 Liability**

- 8.1 Save for intentional wrongdoing, the Parties waive, to the fullest extent permitted under the applicable law, any claim against the Mediator, the mediation assistant or NOMA based on any act or omission in connection with the mediation and a potential settlement agreement.

## **Article 9 Arbitration Clause and Governing Law**

- 9.1 This Agreement shall be governed by and construed in accordance with [insert governing law] law.
- 9.2 Any dispute arising out of or in connection with this agreement, including any disputes regarding the existence, breach, termination or validity thereof, shall be finally settled by arbitration under the rules of arbitration procedure adopted by NOMA in force at the time when such arbitration proceedings are commenced. NOMA's Best Practice Guidelines shall be taken into account.
- 9.3 The place of arbitration shall be [insert city and country] and the language of the arbitration shall be [insert Danish, Norwegian, Swedish or English].
- 9.4 The arbitration tribunal shall be composed of one (1) arbitrator.

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This Agreement has been signed by the Parties (or their duly authorised representatives) and the Mediator on the date stated at the beginning of this Agreement.

**[Party A]**

**[Party B]**

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[Name]  
[Position]

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[Name]  
[Position]

## The Mediator

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[Name]  
[Position]

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[Name]  
[Position]

## **SCHEDULE 1 DISCLOSURE**

*[The Mediator shall, in accordance with NOMA Mediation Rules Article 6, disclose any circumstances that might give rise to doubts as to the mediator's impartiality and independence. By doing so, the mediator should take into account whether there exists any past or present relationship, direct or indirect, between any of the parties, their related entities, their lawyers or other representatives, whether financial, professional or of any other kind. Any doubts must be resolved in favour of disclosure.]*

**SCHEDULE 2**  
**DEVIATIONS AND/OR ADDITIONAL TERMS**