

Mīzān Mediation

Standard Mediation Clause

Parties can copy and paste these clauses into their contracts.

(By suggesting the following contract language, MM is in no way offering legal advice. Rather, the legal effect of the clauses in question should be weighed by the parties in the specific context of whatever law is applicable).

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by Mīzān Mediation (MM) under its Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

Either party may commence mediation by providing to MM and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

The parties will cooperate with MM and with one another in selecting a mediator from the MM panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any MM employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.