

The Centre for Mediation at The Hague Court of Arbitration for Aviation

MEDIATION RULES

In force as of 26 November 2024



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**THE CENTRE FOR MEDIATION AT
THE HAGUE COURT OF ARBITRATION FOR AVIATION**

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MODEL CLAUSE

1. The suggested model optional mediation clause, which in each instance should only be included in supplement to the applicable jurisdiction (including arbitration) clause, is as follows:

The Parties may, at any time and without prejudice to any other proceedings, mutually agree to seek to settle any dispute or part thereof arising out of or in connection with this Agreement through mediation in accordance with the Mediation Rules of The Centre for Mediation at The Hague Court of Arbitration for Aviation for the time being in force.

2. The above primarily serves as an aide-memoire to put mediation on the agenda and collective memory of the parties at the time that a dispute arises. It does not, however, provide any hard obligation upon them to engage in mediation. The above also contains the most critical elements that any general optional mediation clause should address, namely: (i) the parties' agreement to have or at least discuss the option to mediate; (ii) the scope of the disputes submitted to mediation; and (iii) the choice of the institution and mediation rules.
3. It is separately noted that a multi-tiered mediation clause, in the context of mandatory mediation as a preliminary step prior to the commencement of arbitration, is included in the model arbitration clauses pursuant to the Arbitration Rules of The Hague Court of Arbitration for Aviation. If the parties wish to adopt a formulation of the arbitration agreement featuring a mandatory reference to mediation as a pre-requisite to arbitration, the parties could use the following variation of the model clause:

All dispute arising out of or in connection with the present contract, including any questions regarding its existence, validity, or termination, shall be submitted to mediation in accordance with the Mediation Rules of The Centre for Mediation at The Hague Court of Arbitration for Aviation for the time being in force, which Mediation Rules are deemed to be incorporated by reference into this clause. Any mediation shall take place in [city and/or country] and be administered by The Centre for Mediation at The Hague Court of Arbitration for Aviation.

Any dispute which has not been resolved by mediation within [] days after initiation of the mediation shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of The Hague Court of Arbitration for Aviation for the time being in force, which Arbitration Rules are deemed to be incorporated by reference into this clause.

The arbitral tribunal shall be composed of [one arbitrator / three arbitrators].

The place of arbitration shall be [city and/or country].

The law applicable to the arbitration agreement shall be [governing law].

The substantive law governing the merits of the dispute shall be [governing law].

The language to be used in the arbitration shall be [language].

Please refer to "Model Arbitration Clauses & Amendment, Pursuant to Arbitration Rules in force as of 14 February 2023" for further information.

**THE CENTRE FOR MEDIATION AT
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MEDIATION RULES

Article 1- Definitions

1. In these Rules, the following terms and expressions shall have the following meanings:
 - a) “Administrator”: the designated NAI – employee as elected by the Executive Board of the NAI; the Executive Board of the NAI also appoints one or more acting administrators;
 - b) “Day”: a calendar day;
 - c) “Executive Board”: the executive board of the Hague CAA or the NAI, as the case may be;
 - d) “Hague CAA”: the Hague Court of Arbitration for Aviation, including the Centre for Mediation at The Hague Court of Arbitration for Aviation;
 - e) “NAI”: the Netherlands Arbitration Institute (Stichting Nederlands Arbitrage Instituut);
 - f) “Secretariat”: the secretariat of the NAI;
 - g) “Mediation Agreement”: the agreement laying down a contract for services between (a) the mediator and each of the parties pursuant to which the mediator will conduct the Hague CAA Mediation and (b) the Secretariat and each of the parties;
 - h) “Mediator”: a neutral third person or persons who assists the parties in their attempt to reach a consensual settlement of their dispute. Wherein infra the word “mediator” is used, it may also refer to mediators;
 - i) “Mediator Pool”: the list of mediators compiled by the Hague CAA Executive Board and NAI for possible appointments under these rules;
 - j) “Presiding Mediator”: the presiding mediator of a panel of mediators appointed in accordance with Article 5, paragraph 6, subparagraphs d and e;
 - k) “Expert Pool”: the list of experts compiled by the Hague CAA Executive Board and NAI for possible appointments under these rules;
 - l) “Rules”: these mediation rules of the Hague CAA.

Article 2 - Application of the Rules

1. These Rules shall apply where parties have agreed that disputes between them shall be submitted to mediation under the Hague CAA Mediation Rules or where a court of competent jurisdiction has ordered the same. The Rules may apply irrespective of the basis, whether contractual or not, upon which the mediation is carried out.
2. Mediation under these Rules is a process, whether referred to by the term mediation, conciliation or a similar expression, whereby the Mediator assists the parties in their attempt to reach a consensual settlement of their dispute. The mediator shall not have the authority to impose upon the parties a solution to the dispute.

3. The parties to a mediation shall be presumed to have referred to the Rules in effect on the date of commencement of the mediation, unless the parties have agreed to apply another particular version of the Rules or to incorporate revisions as per their promulgation.
4. The parties may by mutual agreement exclude or vary any provision of the Rules at any time in application to their mediation.
5. Where any provision of these Rules is in conflict with a provision of the law applicable to the mediation from which the parties may not derogate, including any applicable instrument or court order, that provision of law shall prevail.

Article 3 - Communications

1. Transmission of all written communications and documents directed to the Hague CAA shall be sent by e-mail to the address haguecaa@nai.nl or to any other address to be specified by the Secretariat.
2. The parties agree to electronic receipt of all written communications and documents from the Hague CAA, NAI, and the Mediator.
3. After signing the Mediation Agreement, the parties shall send their communications and other documents directly to the mediator, with the Secretariat in copy.

Article 4 - Prerequisites to Mediation

1. Any party may call for a mediation by filing a request for mediation with the Secretariat.
2. The request for mediation shall include the following:
 - a) A description of the dispute in question.
 - b) The names and contact details of the parties to the dispute and their representatives.
 - c) The names and contact details of any counsel that will represent the parties.
 - d) The agreement containing a mediation mandate/option (specifying the paragraph or section containing the same) or substantiation of other authority being invoked in requesting mediation, should the same exist.
 - e) The Mediator candidate qualifications considered to be particularly important and relevant to the case at hand.
3. Should the request for mediation not be filed by all parties jointly, the Secretariat will forward copies of the Request to the parties not filing. The Secretariat will request that the non-filing party/parties notify the Secretariat in writing, within fourteen days, if it/they are willing to engage in mediation of the indicated dispute, according to these Rules, notwithstanding the extent to which the same may be superseded as per agreement or other authority.
4. Should the Secretariat fail to receive confirmation of such a party's intention to proceed with mediation within fourteen days, the Secretariat will notify the requesting party thereof, and the requesting party may elect to treat this as a rejection of the invitation to mediate.

Article 5 - Choice and Appointment of the Mediator

1. There will be a single mediator, unless the parties agree that there will be more than one mediator. Where there is more than one mediator, the mediators shall act jointly, with each maintaining neutrality.
2. Where a sole mediator will be used, that mediator shall be chosen from the Mediator Pool.
3. Where more than one mediator will be used, at least one of these shall be chosen from the Mediator Pool. Any additional Mediators named shall be taken from either the Mediator Pool or the Expert Pool.

4. Notwithstanding the forgoing, the parties, the mediator, or the Secretariat may appoint, under compelling circumstances, mediator(s) not included in the Mediator Pool or Expert Pool. In so doing, they are advised to choose individuals with qualifications comparable to those of the members of the mediator and expert pools.
5. The parties, together, maintain the principle and first right to select the mediator, as they also may agree to replace a mediator at any time.
6. Should the parties inform the Secretariat that they have been unable to agree upon a mediator or should the parties have failed to present a mediator nomination to the Secretariat within fourteen days of submission of a joint Request for Mediation or fourteen days after the receipt of confirmation of the mediation by all parties, the following procedure will apply:
 - a) Based on the input received from the parties regarding Article 4, paragraph 2, subparagraph e, the Secretariat will compile lists, as prescribed below, of mediator candidates that best represent the requirements expressed by the parties.
 - b) *In the case of a single mediator*, the Secretariat will circulate a list of three names from the Mediator Pool among the parties, soliciting input by the parties on the acceptability of each of the candidates. The Secretariat will appoint a mediator from the circulated list, based on the feedback of the parties.
 - c) *In the case of two mediators*, the Secretariat will circulate a list of six names taken from the Mediator Pool and/or Expert Pool, soliciting the feedback of the parties. The Secretariat then will choose two mediators, at least one of whom will be taken from the Mediator Pool.
 - d) *In the case of three mediators*, the same procedure outlined for the case of two mediators will be followed, as a first step. The two mediators chosen, then, will indicate a third mediator from the Mediator Pool, who will act as the Presiding Mediator. Should the two mediators be unable to agree on the presiding mediator within seven days of their charge, the Secretariat will appoint one from the Mediator Pool.
 - e) *In the case of more than three mediators*, the same procedure as above will be followed to designate the first three mediators. Any additional mediator appointments shall be made by the Presiding Mediator from the Mediator Pool and/or Expert Pool, in consultation with the non-presiding mediators.
7. If it appears that none of the persons named in the lists, as prescribed above, are acceptable to all the parties as the Mediator, the Secretariat will appoint (a) person(s) whose name(s) was/were not contained in any of the above-mentioned lists, from the Mediator Pool or Expert Pool as the mediator.
8. In confirming the appointment of the mediator, the Secretariat shall consider:
 - a) The mediator's filing of a disclosure statement (substantially in the form of Appendix C), including any circumstances that may give rise to justifiable doubts as to his or her impartiality or independence or declaration that no such circumstances exist.
 - b) The parties' acceptance of the mediator statement as non-objectionable, or the parties' failure to manifest any objection thereto within seven days of disclosure.
 - c) The mediator's attestation to conduct the mediation diligently and efficiently, based on the principle of party self-determination.
 - d) Receipt of payment of the administration costs determined, in accordance with Article 14, paragraph 2.

Article 6 - Commencement of Mediation and the Mediation Agreement

1. The mediation shall be deemed to have been commenced upon confirmation of the parties' willingness to engage in mediation following the filing of a request for mediation with the Secretariat under Article 4. Thereafter the mediation shall proceed upon:
 - a) the Secretariat's confirmation of the mediator's appointment,
 - b) the receipt of the deposit, pursuant to Article 14, paragraphs 5; and
 - c) Execution of the Mediation Agreement.
2. The parties may agree on the manner in which the mediation is to be conducted. Otherwise, the mediator may determine the conduct of the mediation in consultation with the parties, taking into account the circumstances of the case, any wishes that the parties may express and the need for a speedy settlement of the dispute.
3. The Mediation Agreement should include, but should not necessarily be limited to, the mediator's schedule of fees and expense reimbursement.

Article 7 - Communication between the Parties and the Mediator

1. The mediator may meet or communicate with the parties together or separately.
2. At any stage of the mediation, the parties may submit, with or without solicitation by the mediator:
 - a) information concerning the dispute, such as statements describing the general nature of the dispute, the points at issue, and any supporting document or additional information deemed appropriate.
 - b) a description of the goals, interests, needs, and motivations of the parties as well as any relevant documents.
3. The mediator shall keep information concerning the dispute shared with him/her by any of the parties confidential, in the absence of an understanding, partially or wholly, to the contrary.
4. Where Artificial Intelligence Tools ("AI Tools") are used by any party to the mediation, such party will inform the mediator of such use. Parties are encouraged to inform the other parties to the mediation of its use of AI Tools and to sign an AI Usage declaration in the form set out in Appendix D, confirming its responsible use of such AI Tools and acknowledging its potential risks.

Article 8 - Conduct of Mediation

1. In establishing and conducting the mediation, the mediator will consult with the parties, and treat them fairly and impartially.
2. The mediator, in consultation with the parties, may adopt suitable methods for the conduct of the mediation in order to avoid unnecessary delay, having specific regard to any relevant operational, technical, commercial or financial difficulties that parties may potentially experience as a result of any such delay.
3. The mediator, in consultation with the parties, may choose to conduct, in whole or in part, the mediation proceedings in person or remotely via technical any technical means that he or she considers appropriate to communicate with the parties and to conduct the mediation or parts thereof remotely. To the extent that these proceedings are to be held in person, the mediator likewise reserves the right to utilize any technical means that he or she considers appropriate to communicate with the parties and to conduct select portions of the mediation remotely.
4. The mediator does not have any authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for

settlement to a party privately or, if the parties agree, to all parties jointly. The mediator is not a legal representative of any party and has no fiduciary duty to any party.

5. The parties may, at their own choosing, be assisted by counsel, experts, and other advisors during the mediation, provided, in each instance,
 - a) That the mediator and the other party or parties be notified in advance, and
 - b) That each individual so assisting has confirmed to the mediator and the Secretariat that they will comply with the provisions contained in the mediation mandate, the Mediation Agreement and the provisions contained in these Rules, in particular the provisions governing confidentiality.
6. Unless any of the parties objects no later than the time at which the Mediation Agreement is signed, the mediator may be assisted by a secretary during the mediation. This secretary will be required to confirm compliance with the terms governing the mediation in the same manner as outlined above for individuals assisting the parties. The confirmation of the appointment of the secretary is conditional to the requirements laid down in Article 5, paragraph 8.
7. If the parties wish to terminate ongoing mediation in whole or in part in order to have all or part of their dispute resolved by means of arbitration or binding advice, the mediator will not be permitted to act as the arbitrator, the binding advisor or the secretary in such arbitral proceedings, or binding advice proceedings, unless all the parties explicitly accept the mediator's intended role in the arbitral proceedings or binding advice proceedings.
8. The parties and the mediator will agree on the language in which the mediation will be conducted. To the extent required, and at the request of the Secretariat translations will be provided by the parties of one or more of the documents that are made available to the Secretariat in the context of the mediation, in a language to be indicated by the Secretariat.
9. In proposing or appointing any mediator or expert, the parties, their counsel or other representatives, the mediator and the parties shall, without prejudice to the parties' rights, be mindful of the benefits of racial, gender, sexual, religious, age, cultural, nationality and other diversity in mediation. The parties, their counsel or other representatives, the mediator, and the NAI shall, without prejudice to the parties' rights, further be mindful of the environmental impact of the conduct of the mediation proceedings.

Article 9 - Confidentiality

1. There shall be no audio, video or photographic recording or transcription made or permitted to be made by or on behalf of the parties, their counsel or other representatives, or the mediator.
2. Unless otherwise agreed by the parties, all information relating to the mediation, including, if relevant, the settlement agreement, shall be kept confidential by those involved in the mediation, except insofar as:
 - a) the information in question was already known to the persons or parties referred to in this provision other than in the context of the mediation;
 - b) all the parties approve the disclosure of the information that has become known in the context of the mediation;
 - c) it concerns evidence brought into the mediation for discussion that, without the mediation, would also have been submitted to the court or the arbitrator in court proceedings or arbitration;
 - d) the information is required to be disclosed to the parties' insurers, provided they abide by and observe the requirements of confidentiality under this Article 9 as a condition of disclosure;

- e) disclosure is to its parents, affiliates, subsidiaries, joint venture participants as needed contractually or legally subject to such entities agreeing to an undertaking of confidentiality to observe the requirements of confidentiality under this Article 9 as a condition of such disclosure;
- f) disclosure to legal or other counsel, expert or consultant involved in the mediation who are bound by a duty of confidentiality no less onerous than the one under this Article 9;
- g) disclosure of this information be required by applicable law;
- h) the information is needed in a grievance procedure, disciplinary proceedings or liability proceedings against the mediator, either for the benefit of the mediator himself with a view to his/her defence or for the benefit of another party involved in the mediation in order to substantiate a complaint or claim for liability;
- i) the information that has become known in the context of the mediation must be revealed in connection with urgent reasons relating to public order; or
- j) As referred to under Article 11, paragraph 3.

Article 10 - Termination of Mediation

1. The mediation shall terminate:
 - a) By the signing of the settlement agreement by the parties, on the date of the agreement or such other date as agreed by the parties in the settlement agreement,
 - b) By a declaration of the parties to the mediator to the effect that the mediation is terminated, on the date of the declaration,
 - c) By a declaration of a party to the other party and the mediator, if appointed, to the effect that it no longer wishes to pursue mediation, on the date of the declaration
 - d) By a declaration of the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified, on the date of the declaration,
 - e) By a declaration of the Secretariat, in the situation referred to in Article 14, paragraph 4, on the date of the declaration, or
 - f) At the expiration of any mandatory period in the applicable international instrument, court order, or mandatory statutory provision, or as agreed upon by the parties.
2. In the event a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may at his or her discretion and subject to the consent of all parties continue to communicate with all parties for a period of time in an ongoing effort to facilitate a complete settlement.

Article 11 - Settlement Agreement

1. Once the parties agree on the terms of a settlement to resolve all or part of the dispute through mediation, they should prepare and sign a settlement agreement.
2. At the request of any of the parties involved, a certified copy of the settlement agreement may be provided by the Secretariat.

3. By signing the settlement agreement, the parties agree that the settlement agreement may be used as evidence that it resulted from mediation, and that it may be relied upon for seeking relief under the applicable law.

Article 12 - Arbitral, Judicial, or other Dispute Resolution Proceedings

1. Unless the parties agree otherwise, the submission to mediation shall not stay or otherwise delay the arbitration or litigation of a pending matter. Mediation may, therefore, take place under the Rules at any time regardless of whether arbitral, judicial, or other dispute resolution proceedings have been already initiated.
2. Where the parties have agreed to mediate and have also expressly undertaken not to initiate, during a specified period of time or until a specified event has occurred, arbitral, judicial or other dispute resolution proceedings with respect to an existing or future dispute, such an undertaking shall be complied with, except to the extent necessary for a party in its opinion, to preserve its rights. Initiation of such proceedings is not of itself to be regarded as waiver of the agreement to mediate or as a termination of the mediation.

Article 13 - Arbitral Award

Should it be agreed to between all signatories to the settlement agreement, the settlement agreement may be issued in the form of an arbitral consent award

Article 14 - Mediation Costs

1. The costs related to the mediation consist of (i) NAI's administration costs and (ii) the Mediator's costs and fee. Unless agreed otherwise, the costs of counsel, experts and other advisors retained by or for a party in accordance with Article 8, paragraph 3, shall be borne by that party.
2. Subject to this Article 14 paragraph 9, the administration costs will be determined by the Administrator after the request has been filed. The administration costs will be determined on the basis of the scale determined by the NAI Executive Board as included in Appendix A to these Rules. The Administrator will decide on the administration costs if they cannot be calculated on the basis of that scale. The hourly fee of the mediator is determined by the Administrator on the basis of the scale determined by the NAI Executive Board as included in Appendix B to these Rules.
3. If the request has been filed jointly by all the parties involved, the administration costs will be charged to the party or parties that filed the request, if necessary taking into consideration each of their shares. If the request was not filed by all the parties involved, the Administrator will determine the portion of the administration costs to be paid by the applicant or applicants and will charge that party or those parties those costs, if necessary taking into consideration each of their shares. The remainder will be charged to the other party or parties involved, after a notification is received from that party or those parties within the meaning of Article 4, paragraph 3. No refund will be made of any administration costs that have been paid in full or in part.
4. The Secretariat will suspend the performance of its duties as long as any administration costs that are due and payable have not been paid in full. If, after a second reminder from the Secretariat, the administration costs owed by a party are not received by the Secretariat within fourteen days, the mediation will not take place, unless the administration costs owed are paid by the other party or parties.
5. As soon as the Mediator has or the Mediators have been appointed, the Administrator will determine the amount and each party's share of the deposit that the parties must make available to the Secretariat to secure payment of the fee to be charged by the Mediator and his or her costs. No interest will be paid on any amount that is placed on deposit. Any negative interest may be deducted from the deposit by the Secretariat. If, after a second reminder from the Secretariat, the deposit to be paid by a party is not received by the Secretariat within fourteen days, that party will be deemed to have given notice of termination of the Mediation Agreement in accordance with Article 10, subparagraph c.

6. The deposit referred to in this Article 14 shall be calculated to cover all the estimated Mediator fees and costs, using the hourly rate provided by the Mediator.
7. The Administrator will be entitled to request a supplementary deposit from one or more of the parties, either at the Mediator's request or otherwise.
8. The rates in Appendix A (Hague CAA Mediation Rules – Administration Costs) and Appendix B (Hague CAA Mediation Rules – Hourly Rates Mediator(s)/Secretaries) are Euro 2023 Base Year rates and may be subject to reasonable escalation on an annual basis mutually agreed by the NAI Executive Board and the HCAA Executive Board. Any adjustment to rates will be published on the www.haguecaa.org at least three months prior to implementation and shall have no effect on mediations already pending or commenced.

Article 15 - Limitation of Liability

1. The NAI, Hague CAA and Secretariat (including without limitation any director, officer, employee, agent, consultant, advisor, volunteer or service provider) the Mediator or any secretary and any expert appointed in connection with any mediation:
 - a) are not liable contractually or otherwise for any damage caused by their own or any other person's acts or omissions or as a result of the use of any supporting materials in or in connection with the mediation, unless and only insofar as mandatory rules of Dutch law would preclude exoneration;
 - b) shall not (and no party shall require) be under any obligation to make any statement or to act as witness in connection with this case in any other dispute resolution or legal process of any description;
 - c) are not liable for the payment of any amount that is not covered by the deposit;
 - d) and shall be held harmless and indemnified against all losses and claims arising from the mediation.

Article 16 - Amendments of these Rules

These Rules may only be amended jointly by the Hague CAA Executive Board and the NAI Executive Board. The amendments shall have no effect on mediations already pending or commenced.

Article 17 - Applicable Law

These Rules, and anything done in accordance with them, are governed by Dutch law. The settlement agreement referred to in Article 11 will be governed by applicable law selected by the parties and in the absence of such selection English law.

Appendix A - Administration Costs

Administrative cost (in €) exclusive of VAT

Category	Financial interest	Administrative Cost
1	0 – 50,000	400
2	50,001 – 100,000	500
3	100,001 – 200,000	750
4	200,001 – 500,000	1,000
5	500,001 – 1,000,000	1,750
6	1,000,001 – 2,000,000	2,500
7	2,000,001 – 5,000,000	3,000
8	5,000,001 – 10,000,000	6,000
9	10,000,001 – 20,000,000	7,500
10	20,000,001 – 30,000,000	9,000
11	30,000,001 – 40,000,000	10,500
12	40,000,001 – 50,000,000	12,500
13	50,000,001 – 75,000,000	15,000
14	75,000,001 – 100,000,000	20,000
15	100,000,001 – 250,000,000	30,000

Appendix B - Hourly Rates Mediator(s) / Secretaries

Hourly rates mediators/secretaries (in €) exclusive of VAT

Category	Financial interest	Hourly rate mediator	Hourly rate secretary	
			Junior	Senior
1	0 – 50,000	150	65	80
2	50,001 – 100,000	175	65	80
3	100,001 – 200,000	200	75	100
4	200,001 – 500,000	200	75	100
5	500,001 – 1,000,000	225	75	100
6	1,000,001 – 2,000,000	250	75	100
7	2,000,001 – 5,000,000	300	75	100
8	5,000,001 – 10,000,000	325	85	125
9	10,000,001 – 20,000,000	350	85	125
10	20,000,001 – 30,000,000	400	85	125
11	30,000,001 – 40,000,000	450	85	125
12	40,000,001 – 50,000,000	500	100	140
13	50,000,001 – 75,000,000	550	100	140
14	75,000,001 – 100,000,000	600	115	150
15	100,000,001 – 250,000,000	700	115	150
16	more than 250,000,000	800	115	150

Appendix C – Mediator’s Disclosure Form

MEDIATOR’S DISCLOSURE FORM

HCAA File No:

For which disclosure is made

Details of the Mediator:

Name of the Mediator:

Address:

Telephone/Mobile/Fax:

E-mail:

Prior Experience (including experience with mediation):

Circumstances disclosing any past or present relationship with or interest in any of the parties, their legal representatives or their law firms; or in relation to the subject-matter in dispute, whether financial, business, professional, or other kind, which is likely to give rise to justifiable doubts as to your independence, impartiality & neutrality (List out)*:

Circumstances which are likely to affect your ability to devote sufficient time to the mediation and in particular your ability to finish the entire mediation within the prescribed time, if any*

I, above named Mediator, declares and confirms that the above-mentioned disclosure, provided by me is correct and true and that this disclosure pertains to last three years and includes disclosure with regards to any conflict of interest, through my close family members.

Mediator Name _____

Mediator Signature _____

Date _____

Appendix D - SAMPLE AI USAGE DECLARATION

The following statement may be used by mediation participants to inform other mediation participants about the AI tools used in the mediation process, their purposes, and potential risks.

“I am using generative artificial intelligence (AI) tools to assist with this mediation. The tools are listed below along with the reasons for their use:

[List of tools including a link to each tool’s terms and conditions and the reasons for the use]

In using these tools, I will seek to comply with all applicable data protection laws *[consider inserting explicit references here]*.

I will also make reasonable efforts to ensure that all information related to this mediation that is entered into and processed by the AI tools remains confidential. This includes data input into proprietary and publicly accessible platforms, such as open-source large language models.

I am aware that AI-generated content may include errors, biases, and inaccuracies. I will assess the outputs and make my own independent decisions about their use rather than rely on AI-generated content as a final authority.”