



**AMCA MODEL MEDIATION AGREEMENT**

THIS AGREEMENT dated ..... IS  
MADE BETWEEN

*[Party A]*

..... of  
.....

*[Party B]*

..... of  
.....

(together referred to as ‘**the Parties**’)

IT IS AGREED by those signing this Agreement THAT:

**The Mediation**

1. The Parties agree to attempt in good faith to settle their dispute at the Arbitration and Mediation Center of Armenia (AMCA). The Parties agree to participate in mediation conducted at the AMCA, pursuant to the AMCA Mediation rules.

**Authority and status**

2. The individual signing this Agreement on behalf of each Party affirms their authority to legally bind that Party and all other individuals representing that Party during the Mediation, whether in whole or in part, to adhere to the terms of this Agreement. They also assert the power to obligate that Party to the conditions of any settlement reached.
3. Neither the AMCA nor the mediator appointed by AMCA shall bear responsibility towards the Parties for any action or inaction related to the

Mediation, unless such action or inaction is demonstrated to be fraudulent or involves deliberate misconduct.

### **Confidentiality and without prejudice status**

4. All written and verbal communication that take place during the mediation process will be treated with the utmost confidentiality and will be considered as conducted "without prejudice."

Therefore:

- 4.1. The parties involved in this agreement mutually pledge that all communications and documents exchanged during this mediation will not be disclosed to individuals who are not party to this mediation, unless otherwise provided by the AMCA Mediation Rules.
5. The parties engaged in this agreement commit to handle all communications and shared documents during the mediation on a *without prejudice* basis. Such information will not be utilized in the process of discovery, cross-examination, trial, or any other legal proceedings, either in this case or in any other matter.
6. Every signatory to this document, whether or not they are a direct party to the litigation, consents to adhere to the confidentiality provisions outlined in this agreement or required by the AMCA Mediation Rules. Any individual signing on behalf of a corporation certifies that they possess the authority to obligate the corporation to uphold the confidentiality terms stated herein.

### **Settlement formalities**

7. No terms of settlement reached at the mediation will be legally binding until set out in writing and signed by or on behalf of each of the Parties.

### **Fees and costs of the Mediation**

8. The Parties will be responsible for the costs and fees in accordance with AMCA Mediation Rules Appendix, current at the date of this Agreement.

### **Legal status and effect of the Mediation**

9. This Agreement shall be subject to the laws of [Republic of Armenia], and the jurisdiction to resolve any matters arising from or in connection with this Agreement and the Mediation shall rest with the AMCA.

*Address: 51 Arshakunyats Avenue, Yerevan, 0026, Armenia*

*Phone: +374 (0)11 201 410*

*E-mail: [info@amca.am](mailto:info@amca.am) Web-site: [www.amca.am](http://www.amca.am)*

**Signed**

Party A

.....

*[Signature and Name]*

Party B

.....

*[Signature and Name]*

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