**Model Mediation Agreement**

This Mediation Agreement (the "Agreement") is made and entered into on [insert date] by and between [insert name of Party A], with a mailing address at [insert address], and [insert name of Party B], with a mailing address at [insert address], collectively referred to herein as the "Parties," and the International Trade Council (ITC), represented by its appointed mediator(s) (the "Mediator").

WHEREAS, the Parties wish to settle a dispute between them related to [insert brief description of the dispute], without the need for formal litigation; and

WHEREAS, the Parties have agreed to mediation and have requested the assistance of the Mediator to facilitate such mediation; and

WHEREAS, the Parties acknowledge that the Mediator has been appointed by the ITC and that this Agreement shall be subject to the ITC’s Mediation Rules.

NOW, THEREFORE, the Parties and the Mediator agree as follows:

Mediation

The Parties agree to engage in mediation with the assistance of the Mediator to resolve their dispute. The mediation shall be conducted in accordance with the ITC’s Mediation Rules.

Confidentiality

All statements, documents, or other materials exchanged during the mediation process shall be kept confidential and shall not be disclosed to any third party without the prior written consent of both Parties, except as required by law.

Good Faith

The Parties agree to participate in the mediation process in good faith and to make every effort to reach a mutually acceptable resolution of their dispute.

No Prejudice

The Parties acknowledge and agree that the mediation process and any settlement discussions shall not be admissible in any subsequent litigation or arbitration.

Costs

The Parties shall be responsible for their own costs of participating in the mediation process, including any fees charged by the Mediator.

Settlement

If the Parties reach a mutually acceptable resolution of their dispute, they shall sign a written settlement agreement in accordance with the ITC’s Mediation Rules.

Termination

If the Parties are unable to reach a settlement through mediation, either Party may terminate the mediation by giving written notice to the Mediator and the other Party.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [insert governing law].

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements between them with respect to the subject matter hereof.

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties and the Mediator have executed this Agreement as of the date and year first above written.

[Insert Name of Party A]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Name of Party B]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

International Trade Council

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_