

vFAS-MEDIATION AGREEMENT

The undersigned:

_____ LL.M, having his/her office address at Maliebaan 12 (3581 CN) in Utrecht

and

The Parties:

Mrs. _____, residing at _____ in _____, born in _____ on _____

and

Mr. _____, residing at _____ in _____, born in _____ on _____

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 The undersigned agree with each other jointly, each on the basis of his/her responsibility, to do everything possible to achieve a fair settlement of the separation/divorce of the Parties and the consequences thereof.
- 1.2 The lawyer divorce-mediator represents the interests of the Parties together, and not the interests of one of them. He/she is bound by the Code of Conduct that vFAS has established for lawyer divorce-mediators. The lawyer divorce-mediator ensures that the Parties will receive a copy of the Code of Conduct.
- 1.3 The lawyer divorce-mediator's responsibility consists in particular of:
 - providing legal information about the divorce and its consequences;
 - promoting that both Parties have sufficient information to be able to negotiate and make decisions on an equal basis;
 - presenting various options;
 - recognizing emotional/relational problems, making them visible and trying to solve them either in the context of mediation or by reference;
 - supervising the negotiations;
 - the preparation of mediation reports;
 - record the result of the negotiations in writing in a divorce agreement;
 - conducting the procedure;
 - communicating the divorce to the pension funds, where the Parties have built up pensions (unless a different agreement is made in the mediation process).
- 1.4 The Parties are responsible in particular for the following:
 - they are willing to listen to each other's arguments;
 - they are willing to look for compromises, even if they only partly meet their own interests;
 - they will provide correct and complete information, in particular in the financial field;
 - they will behave with respect towards each other and the mediator and will refrain from actions or behaviours that seriously complicate or hinder mediation.

1.5 Without prejudice to the provisions of Article 4, the lawyer divorce-mediator will not provide third parties with information about the case without the prior consent of both Parties, except to the extent as the provision of information is necessary for obtaining the advice of experts, as referred to in Article 2.7 hereafter.

2. METHOD AND VARIOUS METHODS OF TERMINATION OF THE MEDIATION

2.1 The lawyer divorce-mediator only maintains contact with the Parties jointly except to the extent as it concerns making agreements or other non-substantive contacts.

2.2 The lawyer divorce-mediator refers the two Parties or one of them to another discipline if this is necessary or desirable in his opinion.

2.3 If the Parties submit an arrangement made between them to the lawyer divorce-mediator, or make proposals for an arrangement, which arrangement or proposals, in his opinion, is/are unjustified and the two Parties insist on doing so, the lawyer divorce-mediator may terminate the mediation.

2.4 The lawyer divorce-mediator terminates the mediation if one of the Parties is no longer prepared to participate in the consultations or to follow the instructions of the lawyer divorce-mediator and continues to maintain this attitude.

2.5 The lawyer divorce-mediator terminates the mediation if, in his/her opinion, the mediation cannot lead within a reasonable period of time to agreement between the parties.

2.6 Each of the Parties has the right to terminate the mediation and the negotiations at any time. In that case, the Party concerned cannot be forced to continue negotiations.

2.7 The lawyer divorce-mediator may – with the consent of the Parties – engage other experts such as accountants, tax specialists, notaries and actuaries. The lawyer divorce-mediator may also contact the experts with the consent of the Parties to whom he has referred the Parties, or one of them, as a result of Article 2.2. He provides the received written advice from experts to both Parties. To the extent that these written opinions come from a behavioural expert and concern a Party personally, the lawyer divorce-mediator will only provide this to the other person with his permission and will not use it in the event of refusal.

2.8 The Parties may obtain the advice of another lawyer or adviser during the mediation.

2.9 If the mediation leads to agreements between the Parties with regard to the consequences of the divorce/separation, the lawyer divorce-mediator will record this in a draft divorce agreement. The Parties are free to have the draft divorce agreement tested by another lawyer or advisers.

2.10 If this review leads to proposals or suggestions for amending or supplementing the draft divorce agreement, the lawyer divorce-mediator will discuss this with the Parties, whether or not after consultation with this adviser.

2.11 If the Parties cannot agree on any changes or additions within a reasonable period of time, the lawyer divorce-mediator may terminate the mediation.

2.12 If a(n) (divorce) agreement has been signed by the Parties, the lawyer divorce-mediator submits a joint petition to the competent court for divorce or legal separation and ensures that the decision is registered in the registers of the Civil Status, respectively the matrimonial property register.

3. AGREEMENT

- 3.1 An agreement between the Parties shall be deemed to have been concluded only when it is signed by both of the Parties. Proposals, undertakings and suchlike in the context of mediation shall not bind the Parties.
- 3.2 Partial agreements shall not bind the Parties and shall therefore lapse if the mediation ends without the Parties having reached complete agreement.
- 3.3 The provision of Article 3.2 shall not apply if it has been expressly agreed (and this agreement has been recorded in writing and signed by the Parties) that a specific partial agreement is binding and therefore, shall remain in force, even if complete agreement has not been reached.

4. CONFIDENTIALITY AND PRIVILEGE

- 4.1 All information disclosed by the Parties during the mediation shall be confidential and shall be deemed to have been disclosed confidentially to the lawyer divorce-mediator and to each other. The Parties and the lawyer divorce-mediator shall also treat the reports made of the mediation sessions as confidential, and also the written proposals, draft divorce agreements or agreements and other documents prepared in the context of the mediation.
- 4.2 If a divorce agreement or an agreement is not concluded between the Parties within the meaning of Article 3.1 and proceedings on the dispute or the issue that was the subject of the mediation are conducted between them, they shall not disclose in these proceedings anything that transpired or was discussed during the mediation. Nor shall they submit to the court reports and other documents as referred to in Article 4.1 during these proceedings. They shall not call the lawyer divorce-mediator as a witness in order to rule out that a statement given by the lawyer divorce-mediator as a witness in legal proceedings would serve as evidence. If they nevertheless do so, the lawyer divorce-mediator shall assert his/her privilege and duty to confidentiality.
- 4.3 If a divorce agreement or an agreement has been concluded between the Parties within the meaning of Article 3.1 and proceedings on the interpretation and/or the execution of this divorce agreement and/or agreement are conducted between them, the provisions of Article 4.1 shall not apply. In that case, the Parties may give statements about the way in which the agreement was concluded during the proceedings. They may also, in that case, submit the reports and other documents referred to in Article 4.1 to the legal proceedings. If required, they may call the lawyer divorce-mediator as a witness in the proceedings and in that case he/she shall not assert his/her privilege or duty of confidentiality.
- 4.4 The provisions of Article 4.3 shall also apply if a divorce agreement or an agreement within the meaning of Article 4.1 has not been concluded, but a binding partial agreement within the meaning of Article 3.3 has been concluded, however only to the extent that the disputes relates to this binding partial agreement.
- 4.5 If a divorce agreement or an agreement within the meaning of Article 3.1 has not been concluded between the Parties and proceedings on the dispute and/or the issue submitted for mediation are being conducted between the Parties and these proceedings they both wish the confidentiality referred to in Article 4.1, to be lifted, the provisions of Article 4.1 shall not apply between them and the lawyer divorce-mediator called as a witness shall decide whether, or not, he/she will assert his/her privilege or duty of confidentiality.
- 4.6 If a dispute arises between the Parties or one of them on the one side and the lawyer divorce-mediator on the other side about his/her services and complaint proceedings or civil law proceedings on this matter are being conducted, the provisions of Article 4.1 shall not apply in those proceedings. Therefore, in these proceedings all the desired statements about what transpired during the mediation may be made and all documents prepared in the context of the mediation may be submitted.

5. DISPUTE SETTLEMENT

5.1 The lawyer divorce-mediator is bound by the rules of the Code of Conduct applied by the Association of Family Lawyers and Divorce Mediators (vFAS) and which are attached to this agreement as **appendix 1**.

5.2 In the event of complaints about the implementation of this agreement by the lawyer divorce-mediator, the Parties, or one of them, may submit those complaint(s) to the Board of the Association of Family Lawyers and Divorce Mediators (vFAS) with the request to make a decision about the complaint. The postal address of the secretariat of the vFAS is: P.O. Box 65707, 2506 EA The Hague.

5.3 The lawyer divorce-mediator is obliged to follow the instructions given by the Board in response to a complaint as referred to in the aforementioned provision.

6. COSTS

6.1 The rate of the lawyer divorce-mediator is € 245,00¹ per hour, plus a surcharge for general, unspecified, office costs of 5% and the due VAT. In addition, the costs owed to third parties, such as court fees, and the costs for requesting extracts and copies from the Land Registry, the Chamber of Commerce and municipalities, shall be for the account of the Parties.

6.2 In any case, therefore also in the event that the mediation ends without a divorce agreement or an agreement having been prepared and/or signed, or without proceedings having been initiated under the Mediation Agreement, the Parties shall continue to be obliged to pay in full the services performed and the costs incurred by the lawyer divorce-mediator.

6.3 The Parties shall be jointly and severally liable for the costs of the mediation. Agreements on the manner of division of the costs between the Parties shall be made in the context of the mediation agreements.

6.3.1 All assignments that Hanssen Spronk Family Law accepts are subject to the general terms and conditions applied by it, a copy of which is attached to this agreement as **appendix 2** and which forms part thereof.

IN WITNESS WHEREOF, this Mediation Agreement has been executed in triplicate,

In ...
on

in ...
on

Mrs.

Mr.

In ...
On ...

... LL.M

¹ Subject to changes.