

RULES FOR MEDIATION

Chapter 1 Request for mediation and designation of mediator

§1 A request for mediation is sent to the Danish Mediation Institute by the parties in unison or one of the parties.

Sub-section 2 The request must be in writing and contain:

- a) Information on the parties, their contact persons and, if relevant, the names, addresses, phone numbers and email addresses of their attorneys.
- b) Information on the nature of the conflict.
- c) If relevant, information on the parties' agreement on mediation.

§2 The Danish Mediation Institute shall suggest a mediator attorney from the institute's list of mediators. Before the selection process begins, the parties must have the opportunity to state their opinions on who should be designated. If the parties together suggest a certain mediator attorney from the list, the Danish Mediation Institute must designate this individual. There can be selected multiple mediator attorneys.

Sub-section 2 When selecting mediator attorneys, the Danish Mediation Institute can use information such as, among other things, the nature of the conflict, the mediator attorney's background, considerations for quick processing, geographical considerations, etc.

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Chapter 2 The mediation

§3 The Danish Mediation Institute will refer the case to the mediator attorney after this attorney has been suggested to and accepted by the parties.

§4 As soon as possible and after conferring with the parties, the mediator attorney shall specify the time and place of the mediation. The mediator shall conclude the mediation no later than 2 months after the case has been sent to the mediator unless the parties agree otherwise.

Sub-section 2 If the case is viewed by all of the parties as being particularly urgent, the mediation meeting can be completed within 48 hours after all parties have endorsed the request to the Danish Mediation Institute, cf. §1 and the deposit has been paid, cf. §10. In the event of urgent processing, there is paid a higher cost, cf. §10, sub-section 7.

Sub-section 3 The mediation is concluded when:

- a) an agreement is entered into by the parties
- b) additional attempts at mediation are deemed to be futile, or
- c) when one or both of the parties want the mediation process to stop.

Sub-section 4 The mediator attorney will notify the Danish Mediation Institute when the mediation process is concluded and state the reason as specified in sub-section 3 a), b) or c).

§5 In connection with the mediation, the mediator attorney shall comply with Mediatoradvokaters' ethical rules in effect at any given time.

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§6 If the mediator attorney is prevented from completing the mediation process or fails to take measures to complete the mediation process, the Danish Mediation Institute will appoint a new mediator without additional cost to the parties.

Sub-section 2 Before a decision on this is made, the parties and, if relevant to the circumstances, the mediator attorney, will have the opportunity to present their views.

Chapter 3 The mediator attorney

§7 The mediator attorneys on the Danish Mediation Institute's list of mediators consists of attorneys that have completed Advokaternes Mediatoruddannelse (an attorney mediator education) or a similar qualification and who have committed themselves to taking supplemental courses in mediation. In order to be designated via the Danish Mediation Institute, the mediator attorney must also have recent practical experience as a mediator in legal disputes.

Sub-section 2 The mediator attorney must be neutral, impartial and independent from the parties and have no conflict of interest.

Sub-section 3 Prior to the mediation - and during the mediation process if needed - the mediator attorney must notify the parties of any potential circumstances that could be viewed as influencing the mediator attorney's neutrality, impartiality or independence.

Sub-section 4 The mediator attorney is obliged to sign and maintain a liability insurance cover. The specific requirements for the size of the insurance cover and insurance terms are specified by the board of directors.

§8 The mediator attorney has a duty of confidentiality regarding all matters concerning the mediation, including that the mediation is happening or has happened.

Sub-section 2 The duty of confidentiality does not expire.

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Chapter 4 The Danish Mediation Institute

§9 The Danish Mediation Institute processes incoming cases as quickly as possible.

Sub-section 2 Employees at the Danish Mediation Institute may not be influenced by irrelevant considerations when designating mediators or in general.

Sub-section 3 The employees of the Danish Mediation Institute have the same duty of confidentiality as the mediator, cf. §8.

Chapter 5 Deposits, hourly fees and expenses

§10 The Parties shall pay a deposit to the Danish Mediation Institute corresponding to the basic amount applicable at any given time for mediations via the Danish Mediation Institute. The paid deposit covers up to 8 hours of mediation, including the usual preparation time of the mediator attorney. Deposits must be paid before the mediation process can begin.

Sub-section 2 The deposit must be paid equally half and half by the parties unless the parties have agreed otherwise.

Sub-section 3 The Danish Mediation Institute may decide that the parties shall pay additional deposits during the mediation process.

Sub-section 4 If the mediation process is not completed, the deposit will be paid back with a deduction of a DKK 3,000 fee (excluding VAT).

Sub-section 5 If the mediation goes on for longer than 8 hours, corresponding to the base amount, then there shall be paid an additional hourly fee to the mediator attorney. The hourly fee is at the price in effect at any given time at the Danish Mediation Institute. Additional fees are invoiced by the Danish Mediation Institute once the mediation process has been concluded completely.

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Sub-section 6 Other necessary expenses or expenses agreed upon with the parties that are incurred in connection with the mediation process (food and drink, renting rooms, etc.) are paid by invoice after the mediation process has been concluded completely.

Sub-section 7 In the event of urgent processing, cf. §4, sub-section 2, the basic amount is increased by 50%.

Sub-section 8 The parties are jointly and severally liable for the expenses in connection with the mediation.

§11 The Danish Mediation Institute offers pro bono mediation (without pay) if one of the parties are deemed by the Danish Mediation Institute to fulfil the financial conditions for pro bono mediation and if the case is deemed suitable for this by the Danish Mediation Institute.

Sub-section 2

A request for pro bono mediation is sent to the Danish Mediation Institute by the parties in unison or by one of the parties.

Chapter 6 After the mediation process

§12 When the mediation process is concluded and the expenses are paid, the Danish Mediation Institute and the mediator attorney shall return any original documents or the like that have been received to the parties.

Chapter 7 Miscellaneous provisions

§13 The mediators, the Danish Mediation Institute, its board of directors and its employees cannot be held liable for actions or omissions in connections with the processing of a request for mediation or in connection with the completion of a mediation process.