

THE
INSTITUTE *of*
ARBITRATORS & MEDIATORS
—  —
AUSTRALIA

CONCILIATION AGREEMENT

Between:

..... of

and:

..... of
(hereafter collectively referred to as 'the Parties')

and:

..... of
(hereafter referred to as 'the Conciliator')

WHEREAS:

- A. The Parties have entered into a Contract in respect of certain works [OR DESCRIBE AS APPROPRIATE] identified in the Schedule (hereinafter referred to as 'the Works' [OR OTHER APPROPRIATE TERM]).
- B. Various disputes and differences have arisen between the Parties in respect of the Works [OR OTHER APPROPRIATE TERM] (hereafter referred to as 'the Disputes'), as identified in the Schedule.
- C. The parties are desirous of by appointing the Conciliator to assist them in resolving the Disputes (hereafter referred to as 'the Process') in accordance with the terms of this Agreement.
- D. In signing this Agreement, the Conciliator accepts this appointment and agrees to assist the Parties in resolving the Disputes in accordance with the terms hereof.

THE PARTIES AND THE CONCILIATOR AGREE AS FOLLOWS:**1 Procedure**

- 1.1 Other than as expressly stated in the Schedule, the Parties and the Conciliator agree and acknowledge that the Process shall be conducted in accordance with the Conciliation Rules of The Institute of Arbitrators & Mediators Australia current at the date of this Agreement (hereafter referred to as 'the Rules').

2.0 Costs and Expenses

- 2.1 The Parties and the Conciliator agree and acknowledge that the fees and expenses of the Conciliator will be as set out in the Schedule.
- 2.1 The Parties agree and acknowledge that any fees and expenses of The Institute of Arbitrators & Mediators Australia (including any nomination or administration fees) will be as set out in the Schedule.
- 2.2 Except as otherwise stated in the Schedule, the Parties agree that each will pay its own costs of or incidental to the Process.
- 2.3 Except as otherwise stated in the Schedule, the Parties agree and acknowledge that they will contribute equally to the costs of the Process (including the fees and expenses of the Conciliator, and any fees properly payable to The Institute of Arbitrators & Mediators Australia in respect of the Process, including any nomination or administration fees).
- 2.4 The Parties agree and acknowledge that they will be jointly and severally liable for the costs of the Process (including the fees and expenses of the Conciliator, and any fees properly payable to The Institute of Arbitrators & Mediators Australia in respect of the Process, including any nomination or administration fees).
- 2.5 The Parties agree and acknowledge that the Conciliator may direct the payment of security for the costs of the Process, into a trust account operated by The Institute of Arbitrators & Mediators Australia or other entity directed by the Conciliator. The Parties further agree and acknowledge that they will comply with any such direction by the Conciliator for security for the costs of the Process.

3 Liability for acts or omissions

- 3.1 The Parties agree and acknowledge that the Conciliator, The Institute of Arbitrators & Mediators Australia and its officers and employees are not liable to any party for or in respect of any act or omission in the discharge or purported discharge of their respective functions under this Agreement or the Rules unless such act or omission is shown to have been fraudulent.

EXECUTED:

Party:

.....

Name

by its authorised representative:

.....

Signature

.....

Name

.....

Date

Party:

.....

Name

by its authorised representative:

.....

Signature

.....

Name

.....

Date

I,
above parties as Conciliator.

(NAME), hereby accept the appointment by

.....

Signature

.....

Date

SCHEDULE

The Works [OR OTHER APPROPRIATE TERM] (Recital A):

The Disputes (Recital B):

The Rules (Clause 1.1):

The Conciliation Rules of The Institute of Arbitrators & Mediators Australia current at the date of this Agreement.

Other: (SPECIFY, OR DELETE, AS APPLICABLE)

Fees and Expenses of the Conciliator IAMA (Clauses 2.1, 2.2):

(TO BE COMPLETED)

Agreement between the Parties in relation to costs (Clauses 2.3, 2.4):

(SPECIFY, OR DELETE, AS APPLICABLE)