



UNIVERSAL DISCLOSURE PROTOCOL FOR MEDIATION (UDPM) of Manon Schonewille



Manon Schonewille is an endorser of the Universal Disclosure Protocol for Mediation ([UDPM](#))

The UDPM information is intended for informing the parties regarding the mediator's approach of the mediation and what they can expect by entering into a mediation process with this mediator. This promotes transparency and "process enlightenment," to encourage and support self-determination for all participants.

Across cultures and legal jurisdictions, there is a broad range of mediation styles and "norms." The concept of self-determination, the right and ability of the parties in mediation to freely and with understanding engage in the mediation process, is as close to a universal principle in mediation as can be found. Any mediation style, in the proper setting, can be effective, and any mediation style, mismatched to the parties without clarification, can be ineffective.

I. Conflict of Interest

This mediator checks in each case and where applicable clarifies her independence and impartiality and would reveal any relevant relationships as part of the intake procedure.

II. General Process

- The mediator determines in consultation with the parties how to conduct the mediation process. This means that Manon Schonewille 'Mediates the proces first'. Therefore, the mediation process starts with an intake meeting of 1 to 2 hours with each of the parties individually. During this pre-mediation meeting the participants expectations, preferences, any prior agreements regarding the mediation approach/style, the general style and approach of this mediator, is discussed. As well as practical aspects like who needs to participate, the venue, language, co-mediators, or process design options, impact of the venue or use of technology. After the intake meeting the mediator proposes to the parties the approach for this mediation and how to set up the process.
- When legal counsels are involved, they are welcome to be involved in the mediation process and attend the mediation meetings if the parties agree to that. They are required to co-sign the mediation agreement if the participate. If they are only functioning as a sparring partner in the background, they need to sign a confidentiality declaration before receiving any information.
- One on one individual meetings with the mediator where participants can confidentially explore several options for resolution, vent emotions or share any sensitive information that is relevant for reaching resolution, form a regular part of the mediation process.
- The mediation commences upon the signing of the mediation agreement by the parties and the mediator.
- On the mediation agreement and mediation proceedings Dutch law is applicable. This has to do with the liability insurance of the mediator.
- Unless otherwise agreed in writing, the parties cannot be bound by positions they have adopted or proposals they have made during the mediation, nor by any statements they have made to the mediator or to the other party and/or to their advisors. This means that everyone can brainstorm and explore and think along with a proposal of the other party without any strings attached.



- The mediator can individually meet with the legal counsel or just the parties.
- The mediation is conducted on a voluntary basis. Each of the parties and the mediator are free to conclude the mediation at any time in the way specified in the mediation agreement. i.e.: (a) by the parties signing a settlement agreement or a list of arrangements; (b) by a written notification of withdrawal by the mediator (c) by a written declaration by one party that it terminates the mediation; (d) by a joint written notification to the mediator by all parties that they want to terminate the instruction of the mediator. If the parties so wish the mediator will support them in identifying and appointing a different mediator.
- After the conclusion of the mediation the mediator sends a neutrally formulated written notice of conclusion to the parties. This states the date on which the mediation started as well as the date of conclusion of the mediation. Unless the parties and the mediator expressly differently agree in writing, this notice of conclusion is excluded from the non-disclosure and confidentiality obligations to enable the parties to prove that they attempted mediation.
- The mediator can invite all participants to complete a Feedback Request Form of the International Mediation Institute.

III. Role of the Mediator and Parties

- Participants can expect a pro-active mediation style: facilitating discussions on the relationship, process, and substantive aspects where possible, directive on the process or suggesting possible routes for resolution and actively participating in brainstorming where desired by the participants.
- The mediator can on request of the party's: support with process design choices and e.g., involve a substantive or legal expert to give a binding or non-binding (legal) assessment of the case or provide a 'mediator proposal'. This proposal is never binding and intended to form the base of further discussions to facilitate resolution.
- The general role division is that the mediator is responsible for the process, the parties for the substantive aspects and agreements made, and (legal) counsel is responsible for the legal aspects and are a sparring partner for their clients.
- Party autonomy and self-determination are the overriding principles.
- The mediation can be conducted in English, Dutch or German. Other languages are possible with the support of an interpreter.
- Mediator is bound by the [IMI Code of Professional Conduct](#) as well as the Dutch [MfN Code of Conduct](#) for Mediators (a copy of which shall be made available to the parties on request). If the parties or one of the parties believe the standards established in the MfN Code of Conduct have not been met, the mediator is subject to disciplinary law according to the Rules and Regulations of the Foundation 'Tuchtrecht Mediators' (Disciplinary Law Mediators). If the parties or one of the parties believe that the standards established in the IMI Code for Professional Conduct have not been met, they may activate the IMI Professional Conduct Assessment Process.
- Special obligations of the parties: The parties are requested to constructively cooperate in the mediation, this means to be willing to listen to each other and to cooperate to try to find a solution that is mutually acceptable. Parties should also refrain from actions or behaviour that may seriously jeopardize or hamper the mediation and provide only correct and complete information to each other and to the mediator.
- If a party institutes judicial or other proceedings, they should inform the mediator and the other party.



IV. Record Keeping:

1. The mediator, unless otherwise agreed, provides after a mediation meeting:
 - a) a summary of identified interests/concerns/needs and motivations,
 - b) (interim) decisions/progress made,
 - c) agreed on next steps and
 - d) preparations for the next mediation meeting
2. Unless otherwise explicitly agreed with the parties, the mediator will not provide elaborate written minutes of the mediation meetings.
3. Except for the documents necessary for the mediator to showing proof of a mediation having taken place and to comply with registration at the Mediator federation Netherlands, MfN (invoice, timesheets, mediation agreement, if applicable settlement agreement and notice of conclusion for the Peer Review Process) and/or certification at the International Mediation Institute, IMI (feedback of the parties and their legal counsel for the Reviewer), the mediator will not share any documents from the mediation with third parties. These reviewers are bound by a confidentiality agreement and will only be shared with them after they have signed a declaration of confidentiality.

V. Confidentiality

- It is important that everyone can freely exchange information and ideas so any exchange/information provided will be treated confidentially, unless agreed otherwise. In the mediation agreement clauses are provided to ensure this. E.g., by entering into the mediation agreement, the parties waive the right to use as evidence against one another, in legal proceedings or otherwise, anything that was disclosed during the mediation in confidence. The confidentiality concerns information provided and/or recorded, or positions taken, or proposals made in any form. The parties agree not to take testimony from the mediator, or anyone else involved in the mediation. The mediation agreement provided constitutes an agreement regarding evidence as meant by Dutch law (Article 7: 900 paragraph 3 of the Netherlands Civil Code in conjunction with Article 153 Code of Civil Procedure).
- Information shared by a party and/or it's advisor in a caucus is confidential and will not be shared by the mediator with the other party or parties unless agreed otherwise.
- The confidentiality provisions do not apply in case of:
 - a) information concerning criminal acts for which there exists a statutory obligation or right to report,
 - b) information concerning the threat of a crime,
 - c) complaints, disciplinary or liability proceedings against the mediator. In such event the mediator shall be released from the obligation to observe confidentiality insofar as may be necessary to defend against the claims and/or make a claim under professional liability insurance.
 - d) the notice of conclusion: Upon conclusion of the mediation the mediator sends a neutrally formulated written notice of conclusion to the parties, which states the date on which the mediation started as well as the date of conclusion. Unless the parties and the mediator expressly differently agree in writing, this notice of conclusion is excluded from the non-disclosure and confidentiality obligations



VI Invoicing, fees and GDPR

- The invoicing for mediation services of Manon Schonewille is carried out by Toolkit Company in The Netherlands. Where applicable 21% Dutch VAT will be added to the invoice.
- The administrative services provider of Toolkit Company as well as the Dutch tax authorities will be provided with a copy of the invoices which contain the name of the parties and services provided. The invoices can be sent through the office of (legal) counsel to maintain full confidentiality. The administrative service provider of Toolkit Company has signed a confidentiality declaration.
- The Privacy statement GDPR/AVG on data that we process can be consulted here.
- The mediator generally invoices monthly and offers a 30-day payment term. For large mediations or when substantial (travel) or other costs need to be invested upfront a deposit invoice may be sent beforehand.
- Depending on the complexity of the case like the number of parties | participants involved and financial value, hourly fees range from € 295 - (2 parties domestic case) to € 450,- (high financial value, more than 2 parties or cross border case). Fees excluding 21% Dutch VAT where applicable. Daily or full package rates available on request.
- Cancellation policy: mediation meetings can be cancelled or postponed with a 48 hours' notice. Within 48 hours 1 hour of the mediator's time and if applicable any other costs, will be invoiced for a mediation meeting of up to 4 hours. And 3 hours for a mediation planned for an excess of 4 hours.

VII. Signatory of the Mediators Green Pledge.



- This means that Manon Schonewille is committed to ensuring that the impact on the environment of every mediation is minimised. E.g.: if screen sharing/video technology is appropriate, accessible and acceptable to all concerned, this is encouraged, the most environmentally friendly way to travel is reflected on, while also taking into account practical and cost aspects.
- Correspondence is through electronic means, unless hard copy correspondence is expressly required in the circumstances, while recognising that electronic communication itself is carbon emitting and should be limited to what is necessary;
- No hard copies of documents are requested by the mediator, unless there is a special need to do so. The most environmentally friendly venue for their mediation is considered and at . mediation venues, an environmentally friendly approach is taken e.g. the avoidance of single-use plastic and reviewing the level of air conditioning and heating.
- The mediator has an own mediation venue available where parties can mediate on a pleasant neutral location in privacy. Several steps to reduce the environmental impact of this office/workplace are taken.