

**Information on Mediation regarding Agreement on Return of Child  
and /or Visitation or Contacts with Child**

**Based on Convention on the Civil Aspects of International Child Abduction (*Hague Convention*)  
Conducted by the Daini Tokyo Bar Association Arbitration and Mediation Center**

The Daini Tokyo Bar Association has established and operates the Arbitration and Mediation Center (hereinafter referred to as “the Center”) as a disputes resolution organization for the purpose of facilitating swift, reasonable and fair resolution of civil matters through simple procedures.

According to the Consignment Agreement between the Minister of Foreign Affairs of Japan and the Center, the Center implements the project providing mediation service to the parties who got Central Authority (Minister of Foreign Affairs)’s decision for assistance in child’s return to foreign state and/or decision for assistance in visitation or contacts with child in Japan according to Convention on the Civil Aspects of International Child Abduction (hereinafter referred to as “*Hague Convention*”) and the Act for Implementation of *Hague Convention* in Japan aiming at mutual agreement on return of child and/or visitation or contacts with child.

Please be aware that though this mediation project is basically conducted under the normal procedure for mediation of the Center, some special treatments as stated below shall be given according to the Consignment Agreement with the Minister of Foreign Affairs of Japan. Please refer to the Center for more details.

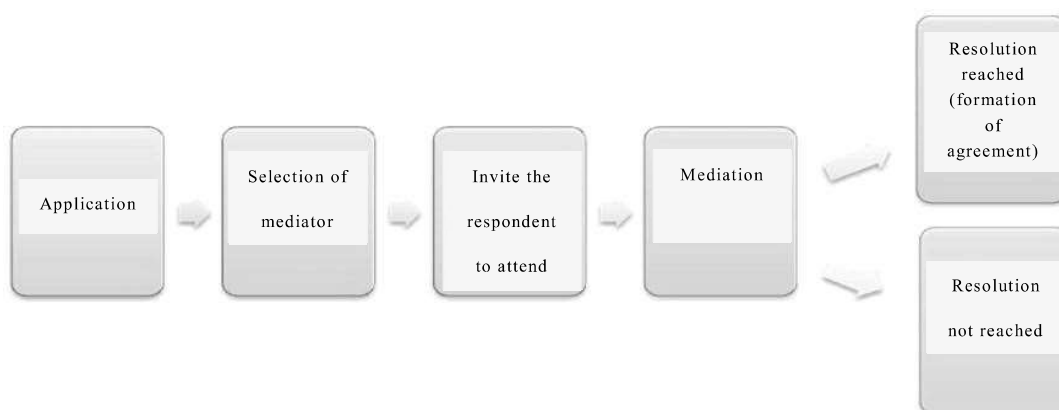
**1 Parties involved**

The party must be a person who is one of the parties of the case seeking return of child to foreign state or visitation or contacts with child in Japan based on the Act for Implementation of *Hague Convention* in Japan (limited to the case on which one of the parties got Central Authority (Minister of Foreign Affairs)’s decision for assistance in child’s return to foreign state and/or decision for assistance in visitation or contacts with child in Japan.)

**2 Content of mediation**

The aim is to form mutual agreement between the parties on return of child and/or visitation or contacts with child by facilitating the discussion between them.

### 3 Mediation Procedures



#### (1) Application

##### a. Method of Application

Please send the application to the Center according to the form specified separately. The application can be submitted via e-mail.

Please attach Japanese translation to the application, other documents or evidences written by language other than Japanese. In case documents or evidences are submitted in language other than Japanese only, the mediator will decide documents and evidences to be translated into Japanese and the Center will translate them into Japanese. However, when number of total words of the documents or evidences to be translated into Japanese exceeds certain number of words, the exceeding translation fees shall be borne by the parties.

b. Please attach (A) a copy of notice of Minister of Foreign Affairs' decision for assistance in child's return to foreign state and/or decision for assistance in visitation or contacts with child in Japan to the application and (B) a copy of your application documents and supporting materials submitted to Central Authority. (B) is not mandatory.

c. In the case where the applicant has a document of "Procedures under the Hague Convention" sent from Ministry of Foreign Affairs, please attach a copy of the document.

d. The applicant for mediation under this project shall be exempted from application fee (¥11,000 included sales tax).

#### (2) Mediators

The Center will select two mediators from a list of mediator candidates.

#### (3) Attempt to Get Respondent to Participate

At the point in time the mediators are selected the first session will be determined. Documents (excepting *Attachment : Name and Contact information of Parties*) will be sent to the mediators and the respondent and the Center will try to make contact with the respondent and attempt to get them to participate in mediation procedures to the extent that does not call into question the Center's neutrality. If the Center receives a reply from the respondent that s/he will participate in the procedures, it will contact the applicant. If the respondent does not wish to participate, mediators will terminate the procedures.

#### (4) Mediation

- a. The mediators will commence listening to the allegations and the statements of the respective parties.
- b. The parties may attend mediation session using either the Internet television conference system (Zoom, Skype, etc.) or international telephone. There may be cases in which the applicant and the respondent participate in mediation on separate appointed mediation sessions.
- c. There may be cases in which on days other than the mediation sessions, the mediators may obtain information on the circumstances from one of the parties or may make inquiries or examinations on necessary matters to a party by telephone, in order to facilitate an appropriate resolution of the case.
- d. The parties under this project shall be exempted from mediation fee (¥5,500 included sales tax for each party per a session) up to four sessions.

(5) Language

Mediation will be mainly conducted in Japanese, while English may be used when necessary. Please refer to the Center when you would like to use language other than Japanese and English.

(6) Conclusion of proceedings

If both parties reach a resolution, an agreement will be prepared in Japanese language. This agreement will then be directly handed over to the parties or will be dispatched at a later date by registered and certified mail (including international mail where necessary or appropriate).

In case the respondent does not join the mediation, or the parties are considered not able to reach an agreement, the mediators will terminate the mediation procedure.

As the contract with the Minister of Foreign Affairs is on a single-fiscal year basis, this mediation service will be terminated by the end of March 2023. When it is certain that both parties cannot reach a resolution by the end of March 2023 but both parties prefer to continue the mediation, it can be continued as normal mediation procedure at the Center. Please refer to the Center for more details.

#### **4 Costs paid by the parties in order to use this mediation service**

(1) Application fee

Exempted.

(2) Mediation fee

Exempted up to 4 sessions. On and after 5<sup>th</sup> session, in principle each party shall pay ¥5,500 included sales tax per session.

(3) Contingency fee

Contingency fee will be determined by the mediators taking all the relevant elements into consideration. The mediators will determine the respective allocation between the parties.

The Parties of this mediation service shall be exempted from contingency fee for return of child and/or visitation or contacts with child. When other issues than return of child and/or visitation or contacts with child are included in agreement, the parties shall pay contingency fee calculated according to the rules of the Center. At the calculation, the amount equivalent to the contingency fee for return of child and/or visitation or contacts with child shall be deducted.

Some example of calculation of our contingency fee is exhibited in Attachment 1.

(4) Translation fee

In case documents or evidences are submitted in language other than Japanese, the mediators will decide documents and evidences to be translated into Japanese and the Center will translate them into

Japanese on its costs. Mediators may require, at their discretion, documents and evidences in Japanese to be translated into language other than Japanese. In both cases, when number of total words (other language into Japanese) /letters (Japanese into other language) of the documents or evidences submitted by both parties and decided to be translated exceeds certain number of words/letters, the exceeding translation fees shall be borne by the parties. In such case please pay the exceeding translation fees according to the deadline set by the Center. If the parties do not pay translation fees by the deadline, the Center may not start or may terminate the mediation procedure. The Center may request to submit the summary of documents or evidences considering the contents and volume thereof.

(5) Interpretation fee

The Center will appoint an interpreter on its costs when the mediators consider necessary. However, when total hours for each session exceeds certain number of hours, the exceeding interpretation fees shall be borne by the parties. If the parties do not pay interpretation fees by the deadline set by the Center, the Center may terminate the mediation procedure.

(6) Other expenses

Expenses to use internet television conference system (i.e. expenses for buying PCs, speakers, microphones set, Internet connection usage charges) and telephone charges based on the contract with telephone company shall be borne by each party. Further, a party who is able to participate in the mediation sessions conducted in Tokyo must pay for his/her own travel and hotel expenses.

## 5 Treatment of Personal Information

(1) In case either party would not like the Center to disclose his/her legal name or contact information such as address to the other party, he/she should check “No” on *Attachment : Name and Contact information of Parties* attached to his/her application or answer. The party who would not like to disclose his/her legal name to the other party has to inform the Center another name disclosable to the other party.

(2) Either party can process mediation without disclosing his/her personal information (excepting name and skype name) to the other party until final agreement is reached.

(3) Parties do not have to disclose contact information excepting telephone number and email address to the Center. In such case, parties that would not like to disclose any of his/her contact information to the Center should not write such information on *Attachment : Name and Contact information of Parties*

(4) The Center may use personal information received from parties for the purposes of sending documents or make contact to parties, conducting various questionnaire surveys after completion of a mediation, and administrating and making a report to Ministry of Foreign Affairs of Japan.

## 6 Notes

(1) This service is conducted by Daini Tokyo Bar Association which is one of the Bar Associations of Japan. Thus, as a general rule, only lawyers under the Japanese law are allowed to participate in the mediation session as attorneys for the parties.

(2) The party who needs to set up a PC for using the Internet television conference system, speakers, a microphone set or Internet connections is responsible for paying all the expenses as per 4 (6) above.

(3) All fees borne by the parties will be paid in Japanese yen to the bank account designated by Daini Tokyo Bar Association. Bank transfer fee shall be borne by the parties. No other method of money transfer (i.e. check, credit card) than bank transfer may be used.

(End)

Attachment 1 Table of contingency fee

The amount of dispute	The total amount of contingency fee to be paid to the center by both parties (tax-included price)	The amount of contingency fee for a party, in the case both parties bear equal fee. (tax-included price)
100,000 yen	8,800 yen	4,400 yen
300,000 yen	26,400 yen	13,200 yen
500,000 yen	44,000 yen	22,000 yen
1,000,000 yen	88,000 yen	44,000 yen
3,000,000 yen	264,000 yen	132,000 yen
5,000,000 yen	330,000 yen	165,000 yen
7,000,000 yen	396,000 yen	198,000 yen
10,000,000 yen	495,000 yen	247,500 yen
15,000,000 yen	660,000 yen	330,000 yen
20,000,000 yen	770,000 yen	385,000 yen
30,000,000 yen	990,000 yen	495,000 yen
50,000,000 yen	1,210,000 yen	605,000 yen
100,000,000 yen	1,595,000 yen	797,500 yen

\*The above contingency fee prices are including tax.