

# Agreement to appoint Subject Matter Expert (SME)

This is an agreement between

\_\_\_\_\_ **Landowner**  
(Name)

AND

\_\_\_\_\_ **Landowner**  
(Name)

AND

\_\_\_\_\_ **Land Information New Zealand representative**  
(Name and title) (Referred to in the agreement as the parties)

AND

\_\_\_\_\_ **LARS mediator**

We the parties agree:

## Appointment of Subject Matter Expert

1. We are the parties in LARS#
2. We acknowledge that we have agreed to participate in LARS mediation and that we have the authority to settle this dispute.
3. We have agreed that it would be useful for us to have the assistance or advice of a subject matter expert (SME) to assist in the resolution of the dispute.
4. We request and authorise the mediator to appoint a SME in our mediation  
LARS#

## Confidentiality

5. We authorise the mediator and the SME to discuss the issues to be raised at mediation.
6. We understand that the SME will treat as confidential all written, oral communication, and documents provided to them by the mediator or the parties.

## SME process

7. We acknowledge and agree that the SME:

- (i) is to be appointed on the terms specified in this SME agreement.
- (ii) will provide assistance or advice which the mediator considers necessary to assist with the resolution of the dispute.
- (iii) may also provide technical assistance to the mediator regarding the substance of the dispute.
- (iii) may attend the joint mediation meeting (JMM) for the purposes of providing independent, neutral expertise to assist in the resolution of the dispute.

8. All SME fees and disbursements will be paid by Fair Way Resolution.

### The Role of the SME

8. We understand that the role of such a SME is that of an independent, neutral expert who will not:
- (i) be acting as an advisor, legal or otherwise, to either party
  - (ii) impose a result on either party
  - (iii) make a decision for either party

### Exclusion of liability, indemnity, and release

9. The SME shall not be held liable in negligence or otherwise for any act or omission arising from or out of or during the mediation.
10. We agree not to make any claim in defamation against the SME or each other in respect of anything said or any document presented during the course of the mediation.
11. We agree that if any legal action is taken against the SME, the costs incurred by the SME will be reimbursed by the party bringing the legal action.
12. We agree that if we have any concerns about the conduct of the mediation during the mediation, we will discuss those concerns with the mediator. If the concerns are not resolved, we will contact the Complaints Officer at Fair Way.

_____	_____
Landowner	Signature
_____	_____
Landowner	Signature
_____	_____
LINZ representative	Signature
_____	_____
LARS Mediator	Signature

Date: