

SINGAPORE INTERNATIONAL MEDIATION CENTRE MEDIATION RULES 2014

1 Application of Rules

- 1.1 These Mediation Rules (the “Rules”) shall apply to all mediations administered by the Singapore International Mediation Centre (“SIMC”) save that where a mediation is administered pursuant to the Arb-Med-Arb Protocol between the Singapore International Arbitration Centre (“SIAC”) and SIMC (the “AMA Protocol”), the Rules shall be modified as necessary to be consistent with the terms of the AMA Protocol.
- 1.2 The parties may at any time agree to modify the provisions of the Rules, subject to the agreement of the mediator and SIMC.

2 Commencement of Mediation

- 2.1 Any party or parties wishing to commence mediation under the Rules shall submit a written request for mediation in the form set out in Appendix A (the “Request”) together with the applicable filing fee set out in Appendix B.
- 2.2 A copy of the Request should be sent to all other parties to the mediation.

3 Agreement to Mediate¹

- 3.1 If the Request is made pursuant to an agreement to mediate, evidence of such an agreement shall be attached to the Request.
- 3.2 The SIMC will acknowledge receipt of the Request and the filing fee in writing. The date on which SIMC acknowledges such receipt shall be deemed to be the date of the filing of the Request and the date of commencement of mediation.
- 3.3 If the Request is not made pursuant to an agreement to mediate, the SIMC will promptly contact the parties regarding the proposal for mediation, and may assist the parties in considering the proposal.
- 3.4 Where all the parties agree to refer their dispute for mediation under the Rules, the mediation shall be deemed to commence on the date on which SIMC sends written confirmation to the parties that an agreement to mediate has been reached.
- 3.5 In the event of any doubt as to the existence of an agreement to mediate, SIMC may request further information from the parties or take such other steps as may be appropriate.

¹ For cases administered pursuant to the AMA Protocol, Rules 3.1 to 3.5 will be modified by the AMA Protocol.

4 Appointment of Mediator

- 4.1 The parties may jointly nominate a mediator to conduct the mediation for confirmation by SIMC and may do so from SIMC's Panel of Mediators published online.
- 4.2 Where the parties are unable to agree on a mediator to be nominated within 10 days from the date of commencement of the mediation, SIMC shall appoint a mediator.
- 4.3 In confirming or appointing a mediator, SIMC shall consider the prospective mediator's attributes, including but not limited to nationality, language, skills, qualifications, areas of expertise, experience, and the prospective mediator's availability.
- 4.4 The parties may nominate more than one mediator or request SIMC to appoint more than one mediator, in accordance with the provisions of the Rules. Where appropriate, SIMC may propose to the parties that there be more than one mediator. References to "mediator" under these Rules will then be deemed as reference to "mediators".
- 4.5 Before confirmation or appointment, a prospective mediator shall make a written declaration of his or her acceptance, availability, impartiality and independence, and shall also immediately disclose to the parties any known actual or potential conflicts of interest which could reasonably raise any question of his or her impartiality and independence.
- 4.6 Any party may object to the appointment of the mediator on the basis of any disclosed actual or potential conflict, or choose to waive the conflict.
- 4.7 If any party has valid objections to the appointment of the mediator, the party shall notify SIMC and all the other parties in writing as soon as possible and SIMC may within 10 days of receipt of notification of the objections, appoint another mediator.
- 4.8 SIMC may replace the mediator in the course of the mediation if a conflict arises or in exceptional circumstances raised by the mediator or any of the parties.

5 Fees and Costs²

- 5.1 The party or parties filing a Request shall pay SIMC a non-refundable filing fee, as set out in Appendix B.
- 5.2 Following commencement of the mediation, SIMC shall request all parties to pay one or more deposits to cover SIMC's administrative fees, as set out in Appendix B, the mediator's fees, and other expenses of SIMC and the mediator.
- 5.3 SIMC may stay or terminate the mediation if any requested deposit is not paid.
- 5.4 Upon termination of the mediation, SIMC shall fix the total costs of the mediation and reimburse the parties for any excess payment or bill the parties for any balance required pursuant to the Rules.

² For cases administered pursuant to the AMA Protocol, Rules 5.1 and 5.2 will be modified by the AMA Protocol.

- 5.5 All deposits requested and costs fixed by SIMC shall be borne equally by the parties, except where they have agreed otherwise in writing.
- 5.6 Any party is free to pay the unpaid balance of any deposits and costs should another party fail to pay its share.
- 5.7 Any other expenditure incurred by the respective parties shall remain the responsibility of that party, unless otherwise agreed by the parties.

6 Conduct of Mediation

- 6.1 SIMC will, in consultation with the parties, determine the location of the mediation and may engage in the following in order to facilitate the achievement of full settlement at mediation:
 - a. Assisting parties with entering into a mediation agreement;
 - b. Arranging a suitable venue and date for mediation;
 - c. Organising the exchange of any pertinent information and documents;
 - d. Providing administrative and logistical support; and
 - e. Providing case-management services.
- 6.2 The parties may, by agreement, determine the language(s) in which the mediation is to be conducted and shall inform SIMC of their agreement within such time as SIMC may specify. Absent any agreement between the parties, SIMC will determine the language(s) of the mediation in consultation with the mediator.
- 6.3 The parties shall inform SIMC of the names of their representatives and advisors attending the mediation within such time as SIMC may specify.
- 6.4 At least 10 days, or such other time as the mediator may specify, before the scheduled mediation, the parties shall submit to SIMC and exchange statements of their cases and any relevant documents.
- 6.5 Where appropriate, SIMC may arrange for a pre-mediation conference to discuss the manner and procedure for the conduct of the mediation, including setting relevant timelines. For the avoidance of doubt, the pre-mediation conference may take place in person, by teleconference, or other electronic means.
- 6.6 In determining the manner and procedure for the conduct of the mediation, the mediator shall give due respect to the wishes of the parties and be fair and impartial.

- 6.7 The mediator may communicate with the parties orally, in writing, in person, electronically, or otherwise, and may do so jointly or separately, before and during the scheduled mediation, and, in the event that there is no full settlement during the scheduled mediation, for a period of time after the scheduled mediation in order to facilitate the achievement of a full settlement.
- 6.8 The mediator may obtain expert advice or assistance in technical matters with the parties' consent and the parties shall bear any expenses incurred in this regard.
- 6.9 All parties shall act in good faith to prepare for the mediation and in the course of participating in the mediation.

7 Termination of Mediation

- 7.1 The mediation commenced pursuant to the Rules shall terminate upon:
- a. the signing by the parties of a written settlement agreement; or
 - b. the issuance of written confirmation of termination by SIMC after the occurrence of the earliest of:
 - i. any party giving written notice of withdrawal to SIMC, the mediator and the other parties;
 - ii. the mediator giving written notice to SIMC and the parties that the mediation should be terminated;
 - iii. SIMC giving written notice to the parties that any time limit set for the mediation, including any extension thereof, has expired; or
 - iv. SIMC giving written notice to the parties that any payment by one or more parties pursuant to the Rules has not been made for more than 14 days after the due date for payment.

8 Settlement Agreement

- 8.1 Any settlement agreement reached in the course of mediation shall be in writing and signed by or on behalf of the parties.
- 8.2 For the avoidance of doubt, a settlement agreement may take the form of an electronic record, and be signed by electronic signature.
- 8.3 Where any settlement agreement has been reached, the mediator shall promptly notify SIMC of the same, and provide SIMC with a copy of such agreement.
- 8.4 A settlement agreement may be recorded substantially in the format set out in Appendix C.

9 Confidentiality

- 9.1 Subject to any agreement between the parties and any applicable law:
- a. The mediation shall be private and confidential; and
 - b. Any settlement agreement between the parties shall not be disclosed save where it is necessary for purposes of its implementation or enforcement.
- 9.2 No communications made in the mediation, including any information disclosed and views expressed in relation to any proposal for settlement, shall be used in any judicial, arbitration, or similar proceedings, unless required by applicable law.
- 9.3 The mediator shall not give testimony in any judicial, arbitration or similar proceedings concerning any aspect of the mediation under the Rules, unless required by applicable law or unless all of the parties and the mediator agree otherwise in writing.
- 9.4 No persons other than the parties, their representatives, their advisors, and the mediator may attend the mediation, save with the permission of the parties and the mediator.
- 9.5 There shall be no transcript or formal record of the mediation, save for that which may be necessary to record any settlement agreement.

10 General Provisions

- 10.1 The mediator, SIMC and its employees shall not be liable to any person for any act or omission in connection with the mediation, unless there is fraudulent or wilful misconduct.

Appendix A

SIMC Request Form

Contact details of the Requesting Party	
Name of Individual or Authorised Representative	
Name of Company or Entity (if any)	
Contact number(s)	
Mailing address	
Email address	
Fax number	
Reference number (if any)	
Contact details of the Requesting Party's Counsel	
Name of Law Firm	
Name of Counsel in charge	
Contact number(s)	
Mailing address	
Email address	
Fax number	
Reference number (if any)	
Contact details of the Other Party	
Name of Individual or Authorised Representative	
Name of Company or Entity (if any)	
Contact number(s)	
Mailing address	
Email address	
Fax number	
Reference number (if any)	
Contact details of the Other Party's Counsel	
Name of Law Firm	
Name of Counsel in charge	
Contact number(s)	
Mailing address	
Email address	
Fax number	
Reference number (if any)	
Other Proceedings Commenced (if any)	
<input type="checkbox"/> Court litigation <input type="checkbox"/> Arbitration <input type="checkbox"/> Others	

Date of Commencement	
Location	
Status	
Parties involved	
Quantum of Dispute	
Claim(s) in SGD	
Counterclaim(s) in SGD	
Nature of Dispute	
<i>Please select as many of the areas below as may be applicable.</i>	
<input type="checkbox"/> Agency <input type="checkbox"/> Aviation & Airports <input type="checkbox"/> Banking/Financial Instruments <input type="checkbox"/> Company / Shareholders <input type="checkbox"/> Defamation <input type="checkbox"/> Employment <input type="checkbox"/> Family/Probate <input type="checkbox"/> Information Technology/Telecommunications <input type="checkbox"/> Infrastructure/Construction/Engineering <input type="checkbox"/> Insurance <input type="checkbox"/> Intellectual Property/Trademarks/Copyright <input type="checkbox"/> Investments <input type="checkbox"/> Joint Venture/Partnership <input type="checkbox"/> Mining <input type="checkbox"/> Oil & Gas <input type="checkbox"/> Personal Injury <input type="checkbox"/> Professional Malpractice <input type="checkbox"/> Real Estate <input type="checkbox"/> Sale/Supply of Goods & Services/Title of Goods <input type="checkbox"/> Sports & Entertainment <input type="checkbox"/> Shipping <input type="checkbox"/> Tenancy <input type="checkbox"/> Torts <input type="checkbox"/> Trust <input type="checkbox"/> Others (please specify) _____	
<i>Please provide brief details of the dispute here.</i>	
Agreement to Mediate	
<input type="checkbox"/> The parties have agreed to refer their dispute to mediation and the evidence of the mediation agreement is attached to this Form. <input type="checkbox"/> The parties have agreed to refer their dispute to mediation but do not have written evidence of the mediation agreement. <input type="checkbox"/> The parties have not agreed to refer their dispute to mediation.	

Length of Mediation and Availability for Mediation	
Approximate length of mediation	days
Dates agreed / proposed for mediation <i>If a date has yet to be agreed, please state as many dates as you may be available to facilitate scheduling</i>	
Mediator	
<input type="checkbox"/> The parties have agreed to jointly nominate _____ as mediator(s), for confirmation of SIMC. <input type="checkbox"/> The parties wish to jointly nominate a mediator but have yet to reach agreement. The parties agree that SIMC shall appoint the mediator within _____ days from the date of commencement of the mediation if no joint nomination is made by that time. <input type="checkbox"/> The parties wish for SIMC to appoint 1 mediator. <input type="checkbox"/> The parties wish for SIMC to appoint 2 mediators.	
Preferred attributes of mediator(s) <i>e.g. nationality, profession, language proficiency, industry, mediation style, etc.</i>	
Conduct of Mediation	
Language <input type="checkbox"/> The parties have agreed for _____ as the language(s) for mediation. <input type="checkbox"/> The parties have not agreed on the language(s) for mediation and _____ is proposed as the language(s) for mediation.	
Location <input type="checkbox"/> The parties have agreed for _____ to be the location for mediation. <input type="checkbox"/> The parties have not agreed on the location for mediation and _____ is proposed as the location for mediation.	
Preferred mode of payment	
<input type="checkbox"/> Telegraphic transfer <input type="checkbox"/> Cheque	
Agreement and Declaration	
I declare that the information given by me in this form is true to the best of my knowledge.	
Requestor's Name and Signature	
Date	

Appendix B

Schedule of Fees

Case Filing Fees (Non-refundable)		
Mediation		S\$ 2,000
Arb-Med-Arb	Singapore Parties	SIAC S\$ 2,140* + SIMC S\$ 1,000 = S\$ 3,140
	Overseas Parties	SIAC S\$ 2,000 + SIMC S\$ 1,000 = S\$ 3,000

* SIAC Fee includes GST (7%); SIMC Fee is not subject to GST

Administrative Fees**	
Sum in Dispute (S\$)	Fees per Party (S\$)
Up to 500,000	3,250
500,001 to 2,000,000	4,250
2,000,001 to 5,000,000	6,250
5,000,001 to 10,000,000	7,250
10,000,001 to 50,000,000	10,000
Above 50,000,000	15,000

** The administrative fees do not include:

- Fees and expenses of the mediator
- Cost of facilities and support services for and in connection with the mediation (e.g. room and equipment rental, interpretation services, etc.)
- SIMC's out-of-pocket expenses

Mediator's Fees
Based on commercial rates charged by the mediator

Appendix C

Form of Settlement Agreement

Case number:

Party A's name / lawyers:

Party B's name / lawyers:

Mediator(s) name:

Mediation service provider:

Date of agreement:

Terms of settlement:

By consent, and in full and final settlement of []'s claim:

[[] shall pay the following to []:]*

[To specify payment dates, and when interest shall run.]

[Other terms of settlement]*

**may be deleted/modified as necessary*

Party A's signature:

Party B's signature: