



## **SIMC-CAMP Joint Covid-19 Protocol**

(Effective as of 17 July, 2021)

### ***Article 1 (Scope)***

1. The SIMC-CAMP Joint Covid-19 Protocol ("Joint Covid-19 Protocol") applies to such disputes referred to the Joint Covid-19 Protocol by SIMC or CAMP, as the case may be. The Joint Covid-19 Protocol may apply to any dispute, whether or not caused by the pandemic or legislation relating to the pandemic.
2. To the extent allowed by the law, Parties who are affected by any legislation relating to the pandemic are not precluded from relying on the Joint Covid-19 Protocol, which may be amended to be compatible with the laws of a given jurisdiction.
3. Parties may agree to modify the terms of the Joint Covid-19 Protocol, subject to the agreement of SIMC and CAMP, and of the mediators.

### ***Article 2 (Filing)***

1. A Party may file for mediation under the Joint Covid-19 Protocol by submitting an electronic mediation request form on either SIMC's or CAMP's website and paying a 14,000 INR or SGD 250 filing fee.
2. A Party may file for mediation under the Joint Covid-19 Protocol with the prior agreement of all Parties to mediate the dispute. Where a Party files for mediation without such agreement, SIMC or CAMP may assist the filing Party to seek the consent of all Parties to the dispute.
3. Upon the existence of an agreement to mediate, SIMC or CAMP will send a written confirmation to the Parties. The date of the written confirmation will be deemed to be the mediation commencement date.
4. Depending on whether the filing is made to SIMC or CAMP, the rules of the SIMC or CAMP shall apply to the mediation, subject to and as modified by the Joint Covid-19 Protocol. In the event of inconsistency, the interpretation of SIMC's Chief Executive Officer or CAMP's Founder Laila Ollapally, as the case may require, prevails.

***Article 3 (Mediators)***

1. SIMC and CAMP will each select and appoint mediators under the Joint Covid-19 Protocol.
2. Unless otherwise agreed, a mediation will be conducted by two co-mediators as per the Fee Schedule developed for the Joint Covid-19 Protocol.
3. The mediators selected and appointed by SIMC and CAMP under the Joint Covid-19 Protocol will be experienced in the resolution of a wide range of disputes, including complex, high-stakes commercial disagreements. The appointments will take into account factors such as experience, qualifications, nationality and language ability.
4. Where the Parties select the mediators by themselves for SIMC's and CAMP's appointment, the mediators' commercial rates will apply and the Parties may have to pay additional fees, notwithstanding the Fee Schedule (see Article 5).
5. Despite the above, the Parties may agree to choose a sole mediator for the mediation.

***Article 4 (Expedited Procedure)***

1. SIMC and CAMP will make best efforts to organise the mediation of the dispute, including the appointment of the mediators, within ten (10) business days of the mediation commencement date. This period may be varied on agreement of the Parties and/or the mediators and excludes any delay due to matters beyond SIMC's or CAMP's reasonable control.
2. Mediation under the Joint Covid-19 Protocol will in-principle be conducted online.
3. A Party may discontinue the mediation proceedings at any time in accordance with the applicable rules of SIMC or CAMP.
4. The Parties may seek enforcement in countries that have approved or ratified the Singapore Convention on Mediation or through other means available to them.

***Article 5 (Fees)***

1. Under the Joint Covid-19 Protocol, special fee arrangements will apply. This includes reduced fee arrangements that include all administration fees and co-mediators' fees (the "Fee Schedule"). The Fee Schedule applies if the case meets the conditions in this Article.
  - 1.1 The Fee Schedule applies to a 2-mediator and 2-party mediation, and is based on the total value of the amounts claimed. For other types of mediation, SIMC and CAMP will determine a fee in consultation with the Parties. For example, for mediations involving more than 2 parties, SIMC and CAMP will determine a discount, if appropriate, in consultation with the Parties.

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- 1.2 The Fee Schedule applies where SIMC and CAMP select the mediators. Generally, the experience of the mediators will be related to the complexity and nature of the matter. The total value of the amounts claimed is deemed to be an indicator of the complexity of the matter. Where Parties decide to choose their own mediators, the mediators' commercial rates will apply.
- 1.3 The Fee Schedule applies where the mediation is conducted fully online. SIMC and CAMP are able to provide physical venues for mediations that will be conducted partially in person. However, different rates may apply for such hybrid mediations.
- 1.4 The Fee Schedule is calculated based on a total of ten (10) hours in pre-mediation preparation and mediation time per mediator, and excludes overtime, weekend and public holiday charges.
- 1.5 Where the mediators deem the matter to be complex, for example, that it requires more preparation time and/or pre-mediation, SIMC and CAMP will discuss this issue with the Parties and conduct a reasonable reassessment with a view to an increase of the payable fees. If there is no agreement on the increase, the Parties may seek SIMC's and CAMP's assistance to select another mediator(s) at no extra cost.
- 1.6 Where the total dispute amount cannot be quantified, SIMC or CAMP will determine the payable fees in consultation with the Parties.
- 1.7 For all other cases, or if the Parties have special requests and considerations, the Parties may contact SIMC or CAMP for a complimentary discussion. SIMC and CAMP will determine the fees payable in consultation with the Parties. SIMC and CAMP commit to exercising flexibility on their fees, to reflect the unique differences and services required for each case.

### ***Article 6 (Term)***

1. The Joint Covid-19 Protocol will be in force until 17 July 2022.
2. Throughout the term of the Joint Covid-19 Protocol, SIMC and CAMP may amend the Protocol at any time, although any amendments will have no retrospective effect on Parties who have already filed requests under the Joint Covid-19 Protocol.

### ***Article 7 (Liability)***

1. To the extent allowed by law, the mediators, SIMC, CAMP and their employees shall not be liable to any person for any act or omission in connection with the mediation under the Joint Covid-19 Protocol.