

Mediation Rules

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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 Request for Mediation

- 2.1 Any party or parties wishing to commence mediation under the Rules shall submit a written request for mediation in such form as SIMC may prescribe from time to time (the “Request”) together with the filing fee that may be applicable at the time of submission.
- 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 at SIMC, evidence of such an agreement shall be attached to the Request.
- 3.2 If the Request is made pursuant to an agreement to mediate at SIMC, SIMC will acknowledge receipt of the Request 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 at SIMC, SIMC will promptly contact the parties regarding the proposal for mediation, and may assist the parties in considering the proposal. 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.
- 3.4 In the event of any doubt as to the existence of an agreement to mediate at SIMC, SIMC may request further information from the parties or take such other steps as may be appropriate.

4 Appointment of Mediator

- 4.1 The parties may jointly nominate a mediator to conduct the mediation for confirmation by SIMC. The nomination may be from SIMC’s Panel of Mediators or from any other panel.
- 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 from SIMC’s Panel of Mediators. SIMC may also nominate a mediator from the panel of one of its partner organisations, in the event that there is no suitable mediator from the SIMC panel.
- 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”.

¹ For cases administered pursuant to the AMA Protocol, Rules 3.1 to 3.4 will be modified by the AMA Protocol.

- 4.5 Before confirmation and acceptance of appointment, a prospective mediator shall provide written confirmation of his or her acceptance of the SIMC Code of Ethics which includes a confirmation of his or her impartiality and independence, and an undertaking to 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 five business 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 Any filing fee accompanying a Request is non-refundable filing fee.
- 5.2 Following commencement of the mediation, SIMC shall request all parties to pay one or more deposits to cover SIMC's administrative fees, the mediator's fees, venue fees and any other expenses of SIMC and the mediator, based on selected mediator, the projected number of days of mediation, the mode of mediation, the size of the mediation venue and the level of mediation support required.
- 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 due to the mediation extending beyond the projected duration or for any additional fees and expenses incurred.
- 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 to share in any other proportion.
- 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. Appointing a suitable mediator;
 - b. Assisting parties with entering into a mediation agreement;
 - c. Organising the exchange of any pertinent information and documents;
 - d. Arranging a suitable venue and date for mediation;
 - e. Providing administrative and logistical support; and
 - f. Providing case-management services.

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

- 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. In the absence of 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, advisors and any other persons attending the mediation on their behalf, whether in-person or remotely by any means, no later than 3 days (excluding weekends) before the set mediation date or within such other time as SIMC may specify. The parties shall ensure that all persons attending the mediation on their behalf will observe and be able to comply fully with all health and safety measures imposed by the mediation venue to avoid being denied access to the mediation venue.
- 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 occurrence of the earliest of:
 - i. any party giving written notice of withdrawal to SIMC, the mediator and the other parties;
 - ii. the mediator notifying SIMC and the parties that the mediation should be terminated;or
 - iii. 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.

9 Confidentiality

- 9.1 Subject to any agreement between the parties, the Singapore Mediation Act 2017, and any other 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, the mediator and representatives of SIMC may attend the mediation, save with the permission of the parties and the mediator. Parties shall procure from every person attending the mediation on their behalf (whether in-person or remotely by any means), other than their legal counsels, a signed undertaking of confidentiality in such form as may be prescribed by the SIMC, as a pre-condition to their attendance at the mediation.
- 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 Cancellation or Postponement

- 10.1 Should the mediation be postponed or cancelled, at the request of any party due to health, safety or any other reason, such party requesting the postponement or cancellation shall bear all postponement or cancellation charges (including those imposed by the mediator or by third-party service providers on SIMC) unless the parties agree to jointly bear these charges in any other mutually agreed proportion.
- 10.2 If the mediation cannot be conducted by SIMC as planned due to health or safety reasons, SIMC will, in consultation with the parties and/or the mediator, reschedule the mediation to another date and/or with another mediator agreeable to the parties should the mediator not be able to conduct the rescheduled mediation. The parties agree that SIMC and any mediator appointed shall not be liable for the inability of the mediation to proceed as planned due to such reasons.

11 General Provisions

- 11.1 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.

SIAC-SIMC ARB-MED-ARB PROTOCOL
("AMA Protocol")

1. This AMA Protocol shall apply to all disputes submitted to the Singapore International Arbitration Centre ("SIAC") for resolution under the Singapore Arb-Med-Arb Clause or other similar clause ("AMA Clause") and/or any dispute which parties have agreed to submit for resolution under this AMA Protocol. Under the AMA Protocol, parties agree that any dispute settled in the course of the mediation at the Singapore International Mediation Centre ("SIMC") shall fall within the scope of their arbitration agreement.
2. A party wishing to commence an arbitration under the AMA Clause shall file with the Registrar of SIAC a notice of arbitration in accordance with the arbitration rules applicable to the arbitration proceedings ("Arbitration Rules"), which Arbitration Rules shall be either: (i) the Arbitration Rules of the SIAC (as may be revised from time to time); or (ii) the UNCITRAL Arbitration Rules (as may be revised from time to time) where parties have agreed that SIAC shall administer such arbitration.
3. The Registrar of SIAC will inform SIMC of the arbitration commenced pursuant to an AMA Clause within 4 working days from the commencement of the arbitration, or within 4 working days from the agreement of the parties to refer their dispute to mediation under the AMA Protocol. SIAC will send to SIMC a copy of the notice of arbitration.
4. The Tribunal shall be constituted by SIAC in accordance with the Arbitration Rules and/or the parties' arbitration agreement.
5. The Tribunal shall, after the exchange of the Notice of Arbitration and Response to the Notice of Arbitration, stay the arbitration and inform the Registrar of SIAC that the case can be submitted for mediation at SIMC. The Registrar of SIAC will send the case file with all documents lodged by the parties to SIMC for mediation at SIMC. Upon SIMC's receipt of the case file, SIMC will inform the Registrar of SIAC of the commencement of mediation at SIMC (the "Mediation Commencement Date") pursuant to the SIMC Mediation Rules. All subsequent steps in the arbitration shall be stayed pending the outcome of mediation at SIMC.
6. The mediation conducted under the auspices of SIMC shall be completed within 8 weeks from the Mediation Commencement Date, unless, the Registrar of SIAC in consultation with SIMC extends the time. For the purposes of calculating any time period in the arbitration proceeding, the time period will stop running at the Mediation Commencement Date and resume upon notification of the Registrar of SIAC to the Tribunal of the termination of the mediation proceeding.
7. At the termination of the 8-week period (unless the deadline is extended by the Registrar of SIAC) or in the event the dispute cannot be settled by mediation either partially or entirely at any time prior to the expiration of the 8-week period, SIMC shall promptly inform the Registrar of SIAC of the outcome of the mediation, if any.
8. In the event that the dispute has not been settled by mediation either partially or entirely, the Registrar of SIAC will inform the Tribunal that the arbitration proceeding shall resume. Upon the date of the Registrar's notification to the Tribunal, the arbitration proceeding in respect of the dispute or remaining part of the dispute (as the case may be) shall resume in accordance with the Arbitration Rules.
9. In the event of a settlement of the dispute by mediation between the parties, SIMC shall inform the Registrar of SIAC that a settlement has been reached. If the parties request the Tribunal to record their settlement in the form of a consent award, the parties or the

Registrar of the SIAC shall refer the settlement agreement to the Tribunal and the Tribunal may render a consent award on the terms agreed to by the parties.

Financial Matters

10. Parties shall pay a non-refundable case filing fee as set out in Appendix B of the SIMC Mediation Rules to SIAC for all cases under this AMA Protocol.
11. Where a case is commenced pursuant to the AMA Clause and where parties have agreed to submit their dispute for resolution under the AMA Protocol *before* the commencement of arbitration proceedings, this filing fee is payable to SIAC upon the filing of the notice of arbitration. Otherwise, the portion of the filing fee remaining unpaid in respect of the mediation shall be payable to SIAC upon the submission of the case for mediation at SIMC.
12. Parties shall also pay to SIAC, upon request, an advance on the estimated costs of the arbitration ("Arbitration Advance") as well as administrative fees and expenses for the mediation ("Mediation Advance") in accordance with SIAC and SIMC's respective Schedule of Fees (collectively "the Deposits"). The quantum of the Deposits will be determined by the Registrar of SIAC in consultation with SIMC.
13. Where a case is commenced pursuant to the AMA Clause and where parties have agreed to submit their dispute for resolution under the AMA Protocol *before* the commencement of arbitration proceedings, the Mediation Advance shall be paid with the Arbitration Advance requested by SIAC. Otherwise, the Mediation Advance shall be paid upon the submission of the case for mediation at SIMC.
14. Without prejudice to the Arbitration Rules, any party is free to pay the Deposits of the other party, should the other party fail to pay its share. The Registrar of SIAC shall inform SIMC if the Deposits remain wholly or partially unpaid.
15. SIAC is authorised to make payment of the Mediation Advance to SIMC from the Deposits or the Arbitration Advance held by SIAC without further reference to the parties.

MODEL CLAUSES

The Singapore Arb-Med-Arb Clause

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be [Singapore].³

The Tribunal shall consist of _____⁴ arbitrator(s).

The language of the arbitration shall be _____.

The parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Singapore International Mediation Centre (“SIMC”), in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force.

Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.

SIMC Mediation Clause

All disputes, controversies or differences arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall before or after the commencement of any other proceedings, be first referred to mediation in Singapore at the Singapore International Mediation Centre in accordance with its Mediation Rules for the time being in force.

³ Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace “[Singapore]” with the city and country of choice (e.g., “[City, Country]”).

⁴ State an odd number. Either state one, or state three.