

# JIMC-SIMC JOINT PROTOCOL

# JIMC-SIMC Joint-Protocol

## **Article 1: Scope**

1. The JIMC-SIMC Joint Protocol ("Joint-Protocol") applies to mediations filed with JIMC or SIMC in which the parties to mediation choose to conduct mediation under the Joint-Protocol.
2. Parties may agree to modify the terms of the Joint-Protocol, subject to the agreement of JIMC and SIMC, and of the mediators.

## **Article 2: Filing**

1. A Party may file for mediation under the Joint-Protocol by submitting an electronic mediation request form on either JIMC's or SIMC's website and paying a JPY 20,000 or SGD 250\* filing fee.
2. A Party may file for mediation under the Joint-Protocol with the prior agreement of all Parties to mediate the dispute. Where a Party files for mediation without such agreement, SIMC or JIMC 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 JIMC 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 JIMC or SIMC, the rules of the JIMC or SIMC shall apply to the mediation, subject to and as modified by the Joint-Protocol. In the event of inconsistency, the interpretation of JIMC's Secretary General or SIMC's Chief Executive Officer, as the case may require, prevails.

## **Article 3: Mediators**

1. JIMC and SIMC will select and appoint mediators under the Joint-Protocol.
2. Unless otherwise agreed, a mediation will be conducted by two co-mediators at special rates.
3. The mediators selected and appointed by JIMC or SIMC under the Joint-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 JIMC and SIMC'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.

\*Fees payable to SIMC may be subject to prevailing Goods and Services Tax in Singapore.

#### **Article 4: Expedited Procedure**

1. JIMC and SIMC will make best efforts to organize 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 changed on agreement of the Parties and/or the mediators and excludes any delay due to matters beyond JIMC or SIMC's reasonable control.
2. Mediation under the Joint-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 JIMC or SIMC.
4. The Parties may seek enforcement in countries that have approved or ratified the Singapore Convention on Mediation.

#### **Article 5: Fees**

1. Under the Joint-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, JIMC and SIMC will determine a fee in consultation with the Parties. For example, for mediations involving more than 2 parties, JIMC and SIMC will determine a discount, if appropriate, in consultation with the Parties.

1.2 The Fee Schedule applies when JIMC and SIMC 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 when the mediation is conducted fully online. JIMC and SIMC are able to provide physical venues for mediations that will be conducted partially in person. However, different rates may apply.

1.4 The Fee Schedule is calculated based on a total of eight (8) 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, JIMC and SIMC 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 JIMC's and SIMC's assistance to select another mediator(s) at no extra cost.

1.6 Where the total dispute amount cannot be quantified, JIMC or SIMC 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 JIMC or SIMC for a complimentary discussion. JIMC and SIMC will determine the fees payable in consultation with the Parties. JIMC and SIMC commit to exercising flexibility on their fees, to reflect the unique differences and services required for each case.

#### ***Article 6: Term***

1. The Joint-Protocol will be in force until 12 September 2023.
2. Throughout the term of the Joint-Protocol, JIMC and SIMC 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-Protocol.

#### ***Article 7: Liability***

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

**Fee Schedule**

*Explainer:* The Fee Schedule below applies based on the JIMC-SIMC Protocol, including Article 5. Parties making the mediation request through JIMC may refer to Table 1, while Parties making the mediation request through SIMC may refer to the equivalent rates in Table 2.

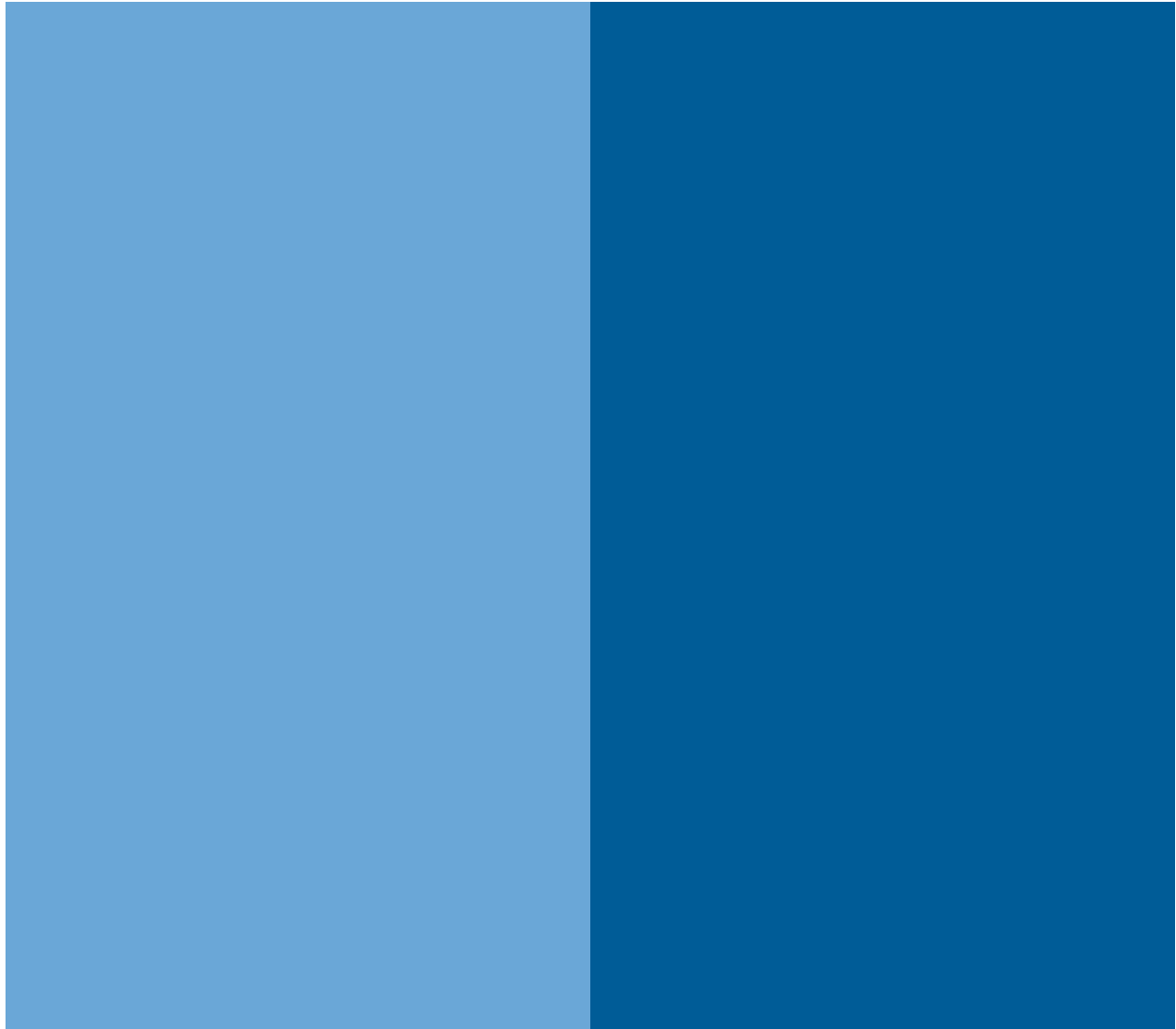
**Table 1:**

紛争価値	1 当事者当たりの費用 (日本円)
1 億円以下	50万円
1 億円-5 億円	紛争価格の 0.5% (但し上限 100万円)
5 億円以上	紛争価格の 0.2% (但し上限 125万円)

**Table 2:**

Dispute Value (SGD)	Total fee payable per Party (SGD)
Below \$1.3M	\$6,500*
SGD \$1.3M~6.5M	0.5% of Dispute Value, subject to a cap of \$13,000
Above \$6.5M	0.2% of Dispute Value, subject to a cap of \$16,000

\*Fees payable to SIMC may be subject to prevailing Goods and Services Tax in Singapore.



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