

**SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE**

THE MEDIATION PROCEDURE

1 The Mediation Process

- 1.1 The mediation process conducted by the Singapore Mediation Centre (the "Centre") is to be governed by this Mediation Procedure.
- 1.2 Parties to a dispute or negotiation seeking mediation may initiate the same by sending a request for mediation to the Centre. Such a request should state the nature of the dispute, and the names, addresses and contact numbers of the parties to the dispute, their representatives and advisers. Any party to a dispute or negotiation may also apply for mediation by making an online submission of the electronic application form for mediation at the Centre's DisputeManager.com Internet website.
- 1.3 Where not all the parties to a dispute have initiated mediation, the Centre will -
 - a within 14 days from the date of request contact the remaining parties to persuade them to participate in the mediation process; and
 - b within 21 days from the date of request inform all parties whether mediation can proceed.
- 1.4 The mediation process will involve the parties, their representatives and/or advisers (if any) and the Mediator or Mediators. The mediation will be conducted in confidence, and all communications will be on a "without prejudice" basis.

2 Mediation Agreement

- 2.1 Before mediation is carried out, the parties will enter into an agreement (the "Mediation Agreement") based on the Model Mediation Agreement in Annex A in relation to the conduct of the Mediation. For avoidance of doubt, the Mediation Agreement may take the form of an electronic record.

3 The Parties

- 3.1 Generally, individuals should attend the mediation in person. In the case of corporate entities, the parties may appoint representatives to act for them at the mediation. The parties will confer upon their representatives the necessary authority to settle the dispute. The parties will supply to the Centre and the Mediator, within such time as the Centre may specify, the names of the representatives and advisers attending the mediation.

3.2 The Mediator will determine the steps to be taken during the mediation proceedings after consultation with the parties. The parties will be deemed, upon signing the Mediation Agreement, to have accepted and will be bound by the terms of this procedure.

4 The Mediator

4.1 Upon the parties' entry into the Mediation Agreement, the Centre will appoint a person to act as the Mediator or several persons as Mediators.

4.2 The Centre, in the selection, will choose a person who, in its view, will be best placed to serve as the Mediator. In the event that any of the parties has reasons to object to a choice, the Centre will appoint another person.

4.3 A person selected as a Mediator will disclose any circumstances likely to create an impression of bias or prevent him from acting promptly. The Centre, upon receipt of such disclosure, will appoint another person as a Mediator, unless the parties decide otherwise.

4.4 The Mediator will -

- a prepare himself appropriately before the commencement of mediation;
- b abide by the terms of the Mediation Agreement and the Code of Conduct in Annex B;
- c assist the parties in the drawing up of any written settlement agreement; and
- d in general, facilitate negotiations between the parties and steer the direction of the discussion with the aim of finding a mutually acceptable solution.

Unless expressly requested by all the parties involved, the Mediator will not make any ruling/finding with respect to the dispute.

4.5 The Mediator (or any member of his firm or company) should not act for any of the parties at any time in connection with the subject matter of the mediation. The Mediator and the Centre are not agents of, or acting in any capacity for, any of the parties. The Mediator is not an agent of the Centre.

5 The Centre

5.1 The Centre will make the necessary arrangements for the mediation, including -

- a appointing the Mediator or Mediators;
- b organising a venue and assigning a date for the mediation;

- c organising an exchange of summaries of cases and documents; and
- d providing general administrative support.

5.2 The Centre will assist in drawing up the Mediation Agreement.

6 **Exchange of Information**

6.1 The parties will exchange through the Centre, at least five days before the mediation, the following -

- a a concise summary (the "Summary") stating its case; and
- b copies of all documents referred to in the Summary that the party wishes to rely on at the mediation.

6.2 Each party may also send to the Mediator, through the Centre, or bring to the mediation documents which it wishes to disclose only to the Mediator, stating clearly in writing that the contents of these documents are to be kept confidential by the Mediator and the Centre.

6.3 The parties should try to agree to the maximum number of pages to be contained in their respective Summaries and on the maximum number of pages of supporting documents to be submitted. The parties should also try to agree on a joint set of documents.

6.4 Where a Summary is submitted in the form of an electronic record, it must not exceed 5 MB in file size and must be in one of the following formats:

- a Acrobat 4.0 Portable Document Format (i.e. pdf file); or
- b Microsoft Word 2000 or earlier version (i.e. Word file).

6.5 Where a document (other than a Summary) is submitted in the form of an electronic record, it must not exceed 5 MB in file size and must be in one of the following formats:

- a Acrobat 4.0 Portable Document Format (i.e. pdf file);
- b Microsoft Word 2000 or earlier version (i.e. Word file);
- c Microsoft Excel 2000 or earlier version (i.e. Excel file);
- d Microsoft PowerPoint 2000 or earlier version (i.e. PowerPoint file);
- e Image documents (i.e. gif or jpeg file); or
- f Hypertext marked up language document (i.e. html or htm file).

7 The Mediation

- 7.1 The mediation will be conducted in confidence, and no transcript or formal record will be made. No audio-visual recording will be made of the proceedings. Only the Mediator, the parties and/or their representatives and advisers will be permitted to be present during the mediation.
- 7.2 All communications made in the mediation, including information disclosed and views expressed, are made on a strictly "without prejudice" basis and shall not be used in any proceedings.
- 7.3 The Mediator may obtain expert advice in technical matters with the consent of the parties, who shall bear the expenses incurred.
- 7.4 The Mediator may conduct joint meetings with all or separate meetings with each of the parties, whether before or during the mediation.
- 7.5 In the event that no settlement is reached, and at the request of all parties and if the Mediator agrees, the Mediator will produce a non-binding written recommendation of the terms of settlement. Such a recommendation will only be the Mediator's own assessment. Except with the consent of the Mediator and of all parties, it shall not be used in any proceeding of whatever nature.

8 Settlement Agreement

- 8.1 No settlement reached in the mediation will be binding until it has been reduced to writing and signed by or on behalf of the parties.
- 8.2 For avoidance of doubt, a settlement that has been reduced to writing may take the form of an electronic record.
- 8.3 For avoidance of doubt, where a settlement reduced to writing takes the form of an electronic record, it may be signed by applying electronic signatures.

9 Termination

- 9.1 Any of the parties may withdraw from the mediation at any time by giving notice of withdrawal in writing to the Mediator and the other parties.
- 9.2 The mediation will terminate when -
 - a a party withdraws from the mediation;
 - b a written settlement agreement is concluded;

- c the Mediator decides that continued mediation is unlikely to result in settlement; or
- d the Mediator decides that he should withdraw from the mediation for any of the reasons stated in the Code of Conduct.

10 **Stay of Proceedings**

- 10.1 Unless the parties otherwise agree, the mediation will not prevent the commencement of any suit or arbitration; nor will it act as a stay of such proceedings.

11 **Confidentiality**

- 11.1 All persons involved in the mediation will keep confidential and not use for any collateral or ulterior purpose -
- a the fact that mediation is to take place or has taken place;
 - b any views expressed, or suggestions or proposals for settlement made by another party in the course of the mediation;
 - c proposals suggested or views expressed by the Mediator;
 - d the fact that another party had or had not been willing to accept a proposal for settlement made by the Mediator; and
 - e all information (whether oral or in writing) produced for or arising in relation to the mediation, including any settlement agreement, except as directly necessary to implement and enforce any such settlement agreement.
- 11.2 All documents (including anything stored electronically) or any other information produced for, or arising in relation to, the mediation will be privileged, and will not be admissible as evidence or discoverable in any proceedings connected with the dispute unless such documents would have in any event been admissible or discoverable.
- 11.3 The parties will not call the Mediator or the Centre (or any employee, officer or representative) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.

12 **Fees**

- 12.1 Each party shall pay an administrative fee to the Centre. Apart from the administrative fee, all fees payable to the Centre (including the Mediator's fees) will be borne by the parties in equal portions. The fees will be charged according to the fee schedule set out in Annex C.

12.2. Each party will bear its own costs, expenses and disbursements of its participation and the fees of its advisers in the mediation.

13 Waiver of Liability

13.1 The Mediator will not be liable to the parties for any act or omission in connection with the services provided by him in or in relation to the mediation, unless the act or omission is fraudulent or involves wilful misconduct.

13.2 The Centre will not be liable to the parties for any act or omission in connection with the services provided by it or in relation to the mediation.

13.3 The parties will not make any claim against the Mediator and/or the Centre, its officers and employees for any matter in connection with or in relation to -

- a the mediation;
- b the services provided by the Mediator and/or the Centre; and/or
- c the dispute between the parties.

14 Interpretation

14.1 The interpretation of any provision in this Mediation Procedure shall be made by the Centre.

Annexes

Annex A Model Mediation Agreements

Annex B Code of Conduct

Annex C Fee Schedule

Issued by the Singapore Mediation Centre
1 April 2007

**SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE**

**THE MODEL MEDIATION AGREEMENT
(corporations/firms)**

THIS AGREEMENT is made between:

- (1) The Singapore Mediation Centre of 1 Supreme Court Lane, Level 4, Singapore 178879
(the "Centre")
- (2) _____
of
(the "Mediator")
- (3) _____
of
- (4) _____
of

WHEREAS

- A. The Parties wish to attempt in good faith to resolve their disputes without litigation.
- B. The Centre and the Mediator have agreed to provide mediation services to assist the Parties in resolving these matters.

IT IS AGREED as follows:

1 Submission

- 1.1 The Parties agree and consent that the disputes arising out of or in connection with this claim and related matters shall be submitted to the Centre for mediation.
- 1.2 The Parties agree to abide by any settlement and to effect the terms thereof reached through the mediation.

2 Terms and process of Mediation

- 2.1 The Parties agree to abide by the Centre's Mediation Procedure. Among other things, the terms and process of mediation, and the fees chargeable for the mediation service, shall be governed by the Mediation Procedure.

3 Authorisation of Representatives

3.1 The following persons are hereby authorised to represent the Parties in the mediation and settlement of disputes:

Party	Name of Representative(s)	NRIC No. or Passport No. of Representative(s)

4 Waiver of Liability

4.1 In consideration of the Centre and the Mediator providing the mediation services sought by the Parties:

- a The Parties shall not make any claim whatsoever against the Mediator and/or the Centre, its officers and employees for any matter in connection with or in relation to:
 - (1) the mediation; and/or
 - (2) the services provided by the Mediator and/or the Centre; and/or
 - (3) the dispute between the Parties.
- b The Mediator will not be liable to the Parties for any act or omission in connection with the services provided by the Mediator or in relation to the mediation, unless the act or omission is fraudulent or involves wilful misconduct.
- c The Centre will not be liable to the Parties for any act or omission in connection with the services provided by the Mediator and/or the Centre or in relation to the mediation.

Dated:

The Singapore Mediation Centre's Mediation Procedure

Signed by:

Signed by:

[Name and designation]
for and on behalf of
[Name of Party]

[Name and designation]
for and on behalf of
[Name of Party]

Witness:

Witness:

[Name and designation]

[Name and designation]

Signed by:

Signed by:

for and on behalf of the Centre

[Name of the Mediator]

**SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE**

**THE MODEL MEDIATION AGREEMENT
(natural persons)**

THIS AGREEMENT is made between:

- (1) The Singapore Mediation Centre of 1 Supreme Court Lane, Level 4, Singapore 178879
(the "Centre")
- (2) _____
of
(the "Mediator")
- (3) _____
of
- (4) _____
of

WHEREAS

- A. The Parties wish to attempt in good faith to resolve their disputes without litigation.
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3 Waiver of Liability

3.1 In consideration of the Centre and the Mediator providing the mediation services sought by the Parties:

- a The Parties shall not make any claim whatsoever against the Mediator and/or the Centre, its officers and employees for any matter in connection with or in relation to:
 - (1) the mediation; and/or
 - (2) the services provided by the Mediator and/or the Centre; and/or
 - (3) the dispute between the Parties.
- b The Mediator will not be liable to the Parties for any act or omission in connection with the services provided by the Mediator or in relation to the mediation, unless the act or omission is fraudulent or involves wilful misconduct.
- c The Centre will not be liable to the Parties for any act or omission in connection with the services provided by the Mediator and/or the Centre or in relation to the mediation.

Dated:

Signed by:

Signed by:

[Name and designation]
for and on behalf of
[Name of Party]

[Name and designation]
for and on behalf of
[Name of Party]

Witness:

Witness:

[Name and designation]

[Name and designation]

Signed by:

Signed by:

for and on behalf of the Centre

[Name of the Mediator]

**SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE**

CODE OF CONDUCT

This Code of Conduct ("this Code") applies to all persons appointed by the Singapore Mediation Centre (the "Centre") to act as Mediators in sessions held by the Centre.

1 Acceptance of Assignment

1.1 The Mediator will before accepting an assignment, be satisfied that he will be able to conduct the mediation expeditiously and impartially.

2 Impartiality

2.1 The Mediator will be impartial and fair to the parties, and be seen to be so. Following from this, he will disclose information which may lead to the impression that he may not be impartial or fair, including, that -

- a he has acted in any capacity for any of the parties;
- b he has a financial interest (direct or indirect) in any of the parties or the outcome of the mediation; or
- c he has any confidential information about the parties or the dispute under mediation derived from sources outside the mediation.

2.2 When in doubt, the Mediator shall refer the matter to the Centre.

3 The Mediation Procedure

3.1 The Mediator will act in accordance with the Mediation Procedure of the Centre.

4 Confidentiality

4.1 Any document or information supplied for or disclosed in the course of the mediation will be kept confidential. The Mediator will only disclose the same if required to do so by general law, or with the consent of all the parties, or if such disclosure is necessary to implement or enforce any settlement agreement.

- 4.2 The Mediator (or any member of his firm or company) will not act for any of the parties subsequently in any matter related to or arising out of the subject matter of the mediation without the written informed consent of all the parties.

5 Settlement

- 5.1 The Mediator will ensure that any settlement agreement reached is recorded in writing and signed by the parties unless the parties request otherwise.
- 5.2 For avoidance of doubt, a settlement agreement that is recorded in writing may take the form of an electronic record.
- 5.3 For avoidance of doubt, where a settlement agreement takes the form of an electronic record, it may be signed by applying electronic signatures.

6 Withdrawal

- 6.1 A withdrawal by the Mediator will occur -
- a when he realises that he has committed a breach of any of the terms of this Code;
 - b if there is a request to do so in writing by any of the parties; or
 - c when he is required by any of the parties to do anything in breach of this Code or the Centre's Mediation Procedure.

The Mediator shall, on the occurrence of a, b or c above, immediately inform the Centre of his withdrawal.

- 6.2 The Mediator also has the discretion to withdraw if -
- a any of the parties breaches the Mediation Agreement or the Centre's Mediation Procedure;
 - b any of the parties acts unconscionably;
 - c in his opinion, there is no reasonable prospect of a settlement; or
 - d the parties allege that he is in breach of this Code.

7 Fees

- 7.1 In accepting appointment, the Mediator expressly agrees to the remuneration as fixed by the Centre, and he should not make any unilateral arrangements with any of the parties for additional fees.

8 Evaluation

- 8.1 The Mediator will not evaluate the parties' case unless requested by all the parties to do so, and unless he is satisfied that he is able to make such an evaluation.

**SINGAPORE MEDIATION CENTRE
MEDIATION SERVICE**

FEE SCHEDULE

- A. The standard fees payable by the parties to the Singapore Mediation Centre (the "Centre") are as follows:
- (1) Administrative fee; and
 - (2) Mediation fee.

1 Administrative Fee

- 1.1 Each party is required to pay an administrative fee of \$250 to the Centre for the provision of administrative and support services.

2 Mediation Fee

- 2.1 The mediation fee is payable to the Centre for, inter alia, the following expenses borne by the Centre -
- a the Mediator's fees;
 - b rental of premises; and
 - c food and beverage charges for lunch and refreshments for the Mediator and up to three representatives of each party.
- 2.2 Generally, the mediation fee will be charged according to the following scale -

Quantum of Claim (\$\$)	Mediation Fee
Up to 100,000	\$900 per party per day
Above 100,000 up to 250,000	\$1,200 per party per day
Above 250,000 up to 500,000	\$1,800 per party per day
Above 500,000 up to 1,000,000	\$2,200 per party per day
Above 1,000,000 up to 2,500,000	\$2,600 per party per day
Above 2,500,000 up to 5,000,000	\$2,800 per party per day
Above 5,000,000	\$2,900 per party per day plus pro-rated portion of 0.05% of the quantum above \$5m

- 2.3 Where, at the specific request of the parties, two Mediators are appointed, the mediation fee will be charged according to the following scale -

Quantum of Claim (S\$)	Mediation Fee
Up to 100,000	\$1,800 per party per day
Above 100,000 up to 250,000	\$1,800 per party per day
Above 250,000 up to 500,000	\$3,400 per party per day
Above 500,000 up to 1,000,000	\$3,500 per party per day
Above 1,000,000 up to 2,500,000	\$4,400 per party per day
Above 2,500,000 up to 5,000,000	\$4,450 per party per day
Above 5,000,000	\$4,600 per party per day plus pro-rated portion of 0.05% of the quantum above \$5m

- B. The following additional fees may be payable to the Centre in certain circumstances:
- (1) Mediator premium;
 - (2) Supplementary Mediator's fee;
 - (3) Staff overtime; and
 - (4) Food and beverage fee.

3 **Mediator Premium**

- 3.1 In cases where the parties request for the services of a specific Mediator, the parties may be required to pay a mediator premium to the Centre. The premium, to be charged on a case by case basis, will be set in consultation with the Mediator concerned. It will take into account the opportunity costs that the Mediator will sustain when he is paid a Mediator fee in accordance with the scale set by the Centre. It will also take into account the additional work that the Centre has to do to coordinate a mediation involving that particular Mediator.

4 **Supplementary Mediator's Fee**

- 4.1 When a mediation lasts beyond 6.00 pm on a working day or 1.00 pm on a Saturday, the parties will be required to pay to the Centre a supplementary Mediator's fee of \$400 per block of 2 hours per Mediator. The supplementary Mediator's fee will be borne by the parties in equal portions.

5 Staff Overtime

- 5.1 When a mediation lasts beyond 6.00 pm on a working day or 1.00 pm on a Saturday, the parties will be required to pay to the Centre staff overtime charges at the rate of \$40 per hour. The staff overtime charges will be borne by the parties in equal portions.

6 Food and Beverage Fee

- 6.1 The mediation fee payable by a party covers the food and beverage charges for lunch and refreshments for up to three representatives of that party. Where more than three representatives attend a mediation on behalf of a party, that party will be required to pay to the Centre a food and beverage fee amounting to \$30 per person per day for each additional representative.

7 Goods and Services Tax

- 7.1 Goods and services tax at the prevailing rate is payable on all fees and charges listed in this fee schedule.