

**SINGAPORE MEDIATION CENTRE (“SMC”)  
AND  
SINGAPORE MEDICAL COUNCIL (“Medical Council”)  
MEDIATION RULES**

**1 The Scheme**

- 1.1 The SMC-Singapore Medical Council Mediation Scheme (“the Scheme”) is administered by SMC and is governed by the SMC-Medical Council Mediation Rules (“the Rules”), subject to the Medical Registration Act (Cap174 of 2010, Rev.Ed.) (“the Act”).
- 1.2 Pursuant to the Act, the Complaints Committee of the Medical Council (“the Complaints Committee”) may refer disputes between a complainant and a registered Medical Practitioner (“MP”) to SMC for mediation under these Rules.
- 1.3 Pursuant to the Act, the Complaints Committee may order the personal attendance of the complainant and the MP before a mediator.

**2. The Mediation Process**

- 2.1 On receipt of an application for mediation from the Complaints Committee, SMC shall proceed to arrange the mediation.
- 2.2 The Parties to the mediation process shall be:
  - a) Any complainant referred to SMC by the Complaints Committee; and
  - b) Any MP referred to SMC by the Complaints Committee.(referred to singularly as “Party” or collectively as “Parties” as the case may be)
- 2.3 The mediation process will involve the Parties and the Mediator(s). The mediation will be conducted in confidence, and all communications will be on a "without prejudice" basis.

**3 Agreement for Dispute Resolution Services**

- 3.1 Before mediation is carried out:
  - a) the parties to the dispute must complete the Application for Dispute Resolution Services (the “Application Form”) in Annex A;
  - b) all parties must indicate their consent to their involvement in the mediation by completing Part (A) (where applicable) and Part (B) (where applicable) of the Application Form; and
  - c) The Complaints Committee should complete Part (C) and (D).
- 3.2 Only completed Application Forms together with payment in accordance with the Fee Schedule (Annex B) will be accepted by SMC.
- 3.3 The Parties will be deemed, upon completion of the Application Form, to have accepted and will be bound by the terms of this procedure.

## 4 **The Mediator**

- 4.1 Upon receipt of the completed Application Form, SMC will appoint a person to act as the Mediator and, where necessary, for an additional person to act as Co-Mediator.
- 4.2 SMC, 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, SMC 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. SMC, upon receipt of such disclosure, will appoint another person as a Mediator, unless the Parties consent to his appointment.
- 4.4 The Mediator will:
- a) prepare himself appropriately before the commencement of mediation;
  - b) abide by the terms of these Rules and the Code of Conduct in Annex C;
  - 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.
- 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 SMC are not agents of, or acting in any capacity for, any of the Parties. The Mediator is not an agent of SMC.

## 5 **SMC**

- 5.1 SMC will make the necessary arrangements for the mediation, including:
- a) appointing the Mediator(s);
  - 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.

## 6 **Exchange of Information**

- 6.1 The Parties will exchange through SMC, at least five (5) working days before the mediation, the following:
- a) a concise summary (the "Summary") stating its case; and
  - b) copies of all relevant documents that the Party wishes to refer to for the purposes of the mediation.

- 6.2 Each Party may also send to the Mediator, through SMC, 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 SMC.
- 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.

## **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 and the Parties 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. The Mediator may conduct joint meetings with all or separate meetings with each of the Parties, whether before or during the mediation.

## **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 of Mediation**

- 9.1 The mediation will terminate when:
- a) a written settlement agreement is signed by the Parties;
  - b) the Mediator decides that continued mediation is unlikely to result in settlement;
  - c) the Mediator decides that he should withdraw from the mediation for any of the reasons stated in the Code of Conduct; or
  - d) the complainant and/or MP withdraw from the mediation; or
  - e) no settlement is reached at the end of mediation.
- 9.2 Where mediation does not take place or is not completed for any reason whatsoever, SMC may, in its absolute discretion, without further reference to the Parties or providing any reasons, terminate the Mediation.

9.3 Where mediation is terminated pursuant to paragraph 9, SMC, shall serve a notice confirming the termination of the mediation on the Complaints Committee.

## 10 **Confidentiality**

10.1 All Parties and Mediator(s) 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 a 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.

10.2 A Party, the Mediator, or SMC shall not, without the written consent of all the Parties, disclose to a third party any matter related to the items listed in 10.1 above except compiled statistics disclosed to the Complaints Committee on mediations under the Rules, including but not limited to compiled statistics on settlement rates, outcome of mediations, classification of disputes and size of claims provided that such information should not reveal the identity of any party or the specific dispute between the parties to the mediation.

10.3 All documents (including electronically stored documents) 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.

10.4 The Parties will not call the Mediator or SMC (or any employee, officer or representative of SMC) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.

## 11 **Fees**

11.1 All fees payable to SMC will be borne by the Medical Council in accordance with the Fee Schedule set out in Annex B.

11.2 Fees payable for the mediation must be paid in full upon submission of the Application Form.

11.3 Each Party will bear its own costs, expenses and disbursements of its participation and the fees of its advisors (if any) in relation to the mediation.

## 12 **Waiver of Liability**

12.1 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.

- 12.2 SMC 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.
- 12.3 The Parties will not make any claim against the Mediator and/or SMC, 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 SMC; and/or
  - c) the dispute between the Parties.

### **13 Interpretation and Governing Law**

- 13.1 The interpretation of any provision in these Rules shall be made by SMC.
- 13.2 The Rules shall be governed and construed in accordance with the laws of Singapore.

### **14 Amendments to the Rules**

- 14.1 The SMC reserves the right to amend and/or vary the Rules without prior notification, at its sole discretion, in accordance with the Act and Regulations.

### **Annexes**

- Annex A Application for Dispute Resolution Services
- Annex B Fee Schedule
- Annex C Mediator's Code of Conduct

Issued by Singapore Mediation Centre in collaboration with:

The Complaints Committee  
c/o Singapore Medical Council  
Professional Conduct & Professional Standards Decision  
16 College Road #01-01  
Singapore 169854

15 December 2010



**(B) Summary of Dispute**

*(To be completed by the Singapore Medical Council)*

**Facts of the case (see attached complaint letter, extracts of minutes of meeting and replies to both complainant and doctor):**

**SINGAPORE MEDIATION CENTRE  
AND  
SINGAPORE MEDICAL COUNCIL (MEDICAL COUNCIL)**

**FEE SCHEDULE**

**1 Mediation Fee**

1.1 The Mediation fee payable by Singapore Medical Council to Singapore mediation Centre is as follows:

<b>Mediation Fee for 4 hours and rental of premises for 4 hours (i.e. per half day session)</b>
\$642 (inclusive of GST)

1.2 The Singapore Mediation Centre will collate the fees payable by the Singapore Medical Council monthly and issue an invoice. An electronic invoice has to be submitted to the Singapore Medical Council as well.

**SINGAPORE MEDIATION CENTRE  
AND  
SINGAPORE MEDICAL COUNCIL (MEDICAL COUNCIL)**

**CODE OF CONDUCT**

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

**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 SMC.

**3 The Mediation Procedure**

3.1 The Mediator will act in accordance with the SMC-Singapore Medical Council Mediation Rules.

**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 SMC-Singapore Medical Council Mediation Rules.

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

- 6.2 The Mediator also has the discretion to withdraw if -
- a) any of the Parties breach the SMC-Singapore Medical Council Mediation Rules;
  - b) any of the Parties act 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 SMC, 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.