

SINGAPORE INSTITUTE OF ARCHITECTS (“SIA”) CODE OF CONDUCT FOR MEDIATORS

This Code of Conduct applies to all individuals appointed by the President of the Singapore Institute of Architects (“SIA”) to act as a Mediator.

1 Appointment

1.1 The Mediator shall be appointed by the President of the SIA in accordance with the SIA Mediation Rules.

1.2 The Mediator shall, before accepting an appointment, be satisfied that the mediation is able to be conducted expeditiously, cost-effectively and impartially, and in Singapore.

2 Impartiality

2.1 The Mediator shall act impartially and fairly to the parties, and shall at all times be seen to be so. The Mediator shall disclose all information and declare all circumstances which may lead to the perception by the parties that the Mediator may not be impartial or fair, including, that the Mediator:

(a) has acted for any of the parties in any capacity;

(b) has an interest (direct or indirect) in any of the parties or the outcome of the mediation, financially or otherwise; or

(c) has any confidential information about the parties or the dispute under mediation obtained from sources outside the mediation.

2.2 When in doubt, the Mediator shall refer the matter to SIA, for determination by the President of the SIA (under advisement of the SIA Panel of Mediators and Chairperson of the SIA ADR Committee) as to whether the impartiality and fairness of the Mediator has been breached.

3 The Mediation Procedure

3.1 The Mediator shall conduct the mediation in accordance with SIA’s Mediation Rules.

4 Confidentiality

- 4.1 Any information disclosed or referred to in the course of the mediation shall be kept confidential. The Mediator will only disclose or refer to the information if obliged to do so by law, or with the consent of all the affected party(s), or if such disclosure or reference is required to effect or enforce a settlement agreement.
- 4.2 The Mediator (or any individual with an interest, employment or direct association in the Mediator's business) shall not act for any of the parties at any time in any matter related to or arising out of the subject matter of the mediation without the consent in writing of all the parties involved in the mediation.

5 Settlement

- 5.1 The Mediator shall ensure that any settlement agreement reached is recorded in writing, unless the parties agree and require otherwise.
- 5.2 A settlement agreement is deemed to be recorded if it is in writing and if it is signed (under name and date) by authorised representatives of each of the parties, or by electronic acknowledgement in writing or signed by applying electronic signatures if it takes the form of an electronic record.

6 Withdrawal

- 6.1 A withdrawal from the mediation by the Mediator will proceed:
- (a) upon realisation by the Mediator that the Mediator has committed a breach of any of the terms of this Code (including a breach of impartiality or fairness);
 - (b) upon a request to do so in writing by any of the parties; or
 - (c) when the Mediator is required by any of the parties to do anything in breach of this Code or the SIA Mediation Rules.
- 6.2 The Mediator also has the discretion to withdraw from the mediation if:
- (a) any of the parties breaches the Mediation Agreement or SIA Mediation Rules;

- (b) any of the parties acts unconscionably or otherwise in bad faith or pursues an abuse of process;
- (c) in the Mediator's opinion, there is no reasonable prospect of a meaningful settlement; or
- (d) the parties allege that the Mediator is in breach of this Code or the SIA Mediation Rules.

7 Fees

- 7.1 In accepting the appointment, the Mediator agrees to remuneration by fees in accordance with the terms of appointment, and the Mediator shall not make any unilateral arrangements with any of the parties or any person acting for or on behalf of the parties.

8 Evaluation

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

9 Professional Standing and Good Faith

- 9.1 The Mediator, being a Corporate or Fellow Member of Singapore SIA, shall at all times act in accordance with the code of ethics of the SIA, and in accordance with the ethical obligations of a professional Architect under the Architects Act.
- 9.2 The Mediator shall at all times act diligently and in good faith in executing the duties of a mediator.