



SINGAPORE INSTITUTE OF ARCHITECTS

MEDIATION RULES

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1. Application of the SIA Mediation Rules

The Parties shall be deemed to have accepted and be bound by the application of these Rules to the mediation.

2. Initiation of Mediation

- 2.1 Each Party submits a written request for mediation of the dispute and the appointment of a mediator to the SIA together with the requisite administrative fee.
- 2.2 The written request for mediation shall contain a short statement of the nature of the dispute and the name and particulars of the person or persons who will represent that Party for the mediation.

3. Appointment of Mediator

- 3.1 Upon the receipt of the written requests from both Parties, the President or Vice President for the time being of the SIA shall within 14 days after receipt of the last request appoint a mediator for the dispute.
- 3.2 The President or Vice President for the time being of the SIA shall have the right to appoint another mediator either upon the request of either Party or on his own motion in place of the appointed mediator, should the appointed mediator be unwilling or is unable to proceed with the mediation, or fails to proceed with reasonable speed or is for any reason disqualified from acting as mediator.

4. Conduct of the Mediation

- 4.1 The mediator shall commence the mediation as soon as possible after his appointment and shall conclude the mediation proceedings within 45 days from the date of his appointment. The Parties may however agree to extend time for the conclusion of the mediation.

- 4.2 The Parties shall in good faith provide full cooperation and assistance to the mediator to enable the mediation to proceed expeditiously and be concluded within the stipulated time. In particular, the Parties shall comply with the mediator's requests to submit the written statements and documents and shall attend the mediation sessions.
- 4.3 The Parties may be represented or assisted by persons of their choice for the mediation.
- 4.4 The mediator shall fix the date and time of each mediation session. The mediation shall be conducted at the SIA's premises or at such other venues as determined by the mediator.
- 4.5 The mediator shall set time for each Party to provide him with a brief written statement describing the general nature of the dispute and his position on the issues in the dispute together with the relevant supporting documents (if any). Each Party shall send a copy of his written statement to the other Party.
- 4.6 The mediator shall have no authority to impose any settlement on the Parties. He will assist the Parties in an independent and impartial manner to reach a satisfactory resolution of their dispute. For this purpose, the mediator may meet with the Parties either jointly or separately. He may also express views on the issues in the dispute and make such settlement proposals as he thinks appropriate. Such settlement proposals need not be in writing.
- 4.7 The mediator may at any time request either Party to submit such additional information as he deems appropriate. If necessary, the mediator may request for and obtain legal, expert or technical advice on the issues in dispute provided the Parties agree to pay for the costs of the same.
- 4.8 The mediation sessions shall be conducted in private. No persons other than the Parties and their representatives shall be allowed to attend the mediation sessions except with the consent of both the Parties and the mediator.

4.9 The mediator may terminate the mediation proceedings at any time if in his opinion further efforts at mediation will not achieve a settlement of the dispute.

4.10 Where the parties reach a settlement on their dispute, the mediator shall prepare a Settlement agreement to record the settlement terms. The duly signed settlement Agreement shall have full contractual force and effect and shall be legally binding upon the Parties. The contents of the Settlement Agreement shall be kept confidential except for the purpose of its enforcement.

5. Termination of Mediation

5.1 The mediation proceedings shall be terminated at any time by the following:

- a) upon the execution of the Settlement Agreement.
- b) by written notice from either of the Parties to the mediator to the effect that the mediation proceedings are terminated.
- c) by written notice from the mediator to the Parties that further attempts at mediation are no longer justified.

6. Confidentiality of Mediation Proceedings

6.1 The mediator shall not disclose any confidential information received from the Parties or their witness during the course of the mediation proceedings. Confidential information shall include but not limited to records, reports, statements or documents provided to the mediator by the parties or their witnesses in the course of the mediation proceedings.

6.2 The Parties shall not compel the mediator to disclose or produce the confidential information received under clause 6.1 above in any judicial or arbitral proceedings.

- 6.3 The Parties, their representatives, witnesses and advisers shall not be allowed to refer to or admit as evidence the following matters in any arbitral or judicial proceedings whether in relation to the issues in the mediation or not:
- a) views expressed or suggestions made by either Party to the mediator in relation to a possible settlement of the dispute.
 - b) admissions of any kind made by either party during the mediation proceedings.
 - c) settlement proposals made or any views on the issues in the dispute expressed by the mediator.
 - d) either Party's reponse to the settlement proposals or suggestions made by the mediator or the other Party.
 - e) abortive draft Settlement Agreements.

7. Exclusion of Liability

Neither the SIA or its servants, agents or officers, nor the mediator shall be liable for any loss or damage occasioned by any act or omission in relation to the mediation conducted under these Rules.

8. Resort to Arbitral or Judicial Proceedings

The Parties shall not during the course of the mediation proceedings, commence any judicial or arbitral proceedings in respect of the dispute under the mediation except where such proceedings are necessary to preserve that Party's rights.

9. Expenses and Costs

- 9.1 All costs and expenses incurred in the mediation proceedings shall be borne equally between the Parties (unless they otherwise agree) including the following costs:

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- a) the mediator's fees, his travel expenses and any other out of pocket expenses regardless of whether any settlement is reached between Parties.
 - b) the costs of any legal, expert or technical advice as requested by the mediator for the purpose of the mediation.
 - c) the SIA's administrative charges including costs of any services provided.
- 9.2 The costs incurred by each Party in the preparation and conduct of the mediation including the expenses of his own advisors, witnesses and technical experts shall be borne solely by the Party.
- 9.3 Before the commencement of the mediation, the mediator may require each Party to deposit an equal amount of funds as an advance towards the costs of the mediation. Any excess monies at the end of the mediation proceedings from the deposit shall be refunded to the Parties in equal amounts.

10. Role of Mediator in Other Proceedings

The mediator shall not act as arbitrator, representative or counsel of either party in any arbitral or judicial proceedings in relation to the dispute under the mediation or any matter incidental to or arising from the dispute.

REQUEST FOR MEDIATION AND APPOINTMENT OF MEDIATOR

We request the Singapore Institute of Architects for our following dispute with

to be referred to mediation under the SIA Mediation Rules and for the appointment of a single mediator for the dispute.

1. The following is a short description of the dispute:

2. We confirm that we shall accept and be bound by the SIA Mediation Rules for the mediation of the dispute.
3. We further confirm that we shall be bound by any settlement agreement reached arising from the mediation.
4. We hereby authorise Mr./Ms _____
NRIC _____ of _____
to be our representative in the mediation with full power and authority to appear on our behalf at the mediation proceedings to make representations, submissions tender documents negotiate and to settle the dispute. All acts performed by him shall be binding upon us.
5. A cheque for the sum of \$ _____ (payable to the Singapore Institute of Architects) being the requisite non-refundable processing and administrative fee is enclosed.

Signature & Name

Date