

## **Preamble**

TIAC was established in 2018 to provide disputing Parties with an opportunity to resolve their disputes by means of arbitration, mediation and other types of ADR. TIAC is a non-profit organization existing and operating independently. TIAC acts separately from all Governmental bodies and authorities.

## **Mediation Rules**

### **Article 1. Application of the Rules**

1. These rules shall be applied to mediations administered by TIAC unless the parties and TIAC agree otherwise.
2. Where a mediation agreement provides for mediation under the TIAC Mediation Rules, these rules shall be deemed to form part of that mediation agreement.
3. The rules, appendices, and forms that apply in mediation proceedings are those in force when a party submits a request for mediation to TIAC.

### **Article 2. Written Communications**

1. Unless otherwise directed by the mediator or unless the parties have agreed otherwise with TIAC, all written communications shall be made electronically. Parties shall advise the mediator of any problems sending or relieving electronic communications when they occur.
2. A party seeking to commence mediation shall submit the request for mediation and any supporting documentation electronically, either by email or other electronic means.
3. Prior written approval should be sought from TIAC to submit the request for mediation by any alternative method. A party shall inform TIAC, the mediator, and all other parties without delay of any changes to its contact details (including email address, postal address and telephone/mobile number) or to those of its representatives.

### **Article 3. Commencement of the Mediation with Prior Agreement**

1. Where there is an existing agreement to mediate under the rules, any party or parties wishing to commence mediation shall file with TIAC a request for mediation.  
A request for mediation under this provision comprises a completed form set out in Appendix 2, supporting documentation identified in Appendix 2, including proof of the agreement to mediate, and the registration fee set out in Appendix 4, without which the request for mediation shall not be registered.
2. The party or parties filing the request for mediation shall simultaneously send a copy of the completed form (Appendix 2) to all other parties that have agreed to mediation unless the request for mediation has been filed jointly by all parties.

3. TIAC shall acknowledge receipt of the request and of the registration fee in writing to the parties.
4. The date of commencement of the mediation shall be the date of receipt by TIAC of the completed request form (Appendix 2), proof of the agreement to mediate, and the registration fee prescribed in Appendix 4. Where the registration fee is received subsequently, the mediation shall be treated as having commenced on the date of TIAC's receipt of the registration fee.

#### **Article 4. Commencement of the Mediation without Prior Agreement**

1. Where there is not an existing agreement to mediate under the rules, any party or parties wishing to commence mediation shall file with TIAC a request for mediation. A request for mediation under this provision comprises the completed form set out in Appendix 2, supporting documents identified in Appendix 2, and the registration fee prescribed in Appendix 4, without which the request for mediation shall not be registered.
2. Upon receipt of the completed request form (Appendix 2) and the registration fee prescribed in Appendix 4, TIAC will inform all other parties of the proposal and may assist the parties in considering the proposal. TIAC has no authority to provide legal advice or evaluate the merits of disputes.
3. Where all parties reach an agreement to refer their dispute to the mediation rules, the date of commencement of the mediation shall be the date that TIAC is notified of the agreement to mediate.
4. Where all parties do not reach an agreement to refer their dispute to the rules within 21 calendar days from the date of the receipt of the completed request form (Appendix 2) or within such time as may be reasonably determined by TIAC, the mediation will not commence and TIAC shall so advise the parties in writing.
5. Where the request for mediation is directed to more than one party and some but not all parties agree to mediate, TIAC shall consult the parties that have agreed to mediate to confirm their wish to proceed absent the other parties. If any parties confirm their agreement, the date of commencement of the mediation between those parties shall be the date that the confirmation is communicated to TIAC.

#### **Article 5. Appointment of the Mediator**

1. There shall be one mediator unless the parties agree otherwise. The term "mediator" in these rules includes more than one mediator.
2. The mediator shall be impartial and independent. The parties shall jointly:
  - a. select the mediator from the TIAC list of mediators;
  - b. select a mediator not included in the TIAC list of mediators willing to act in

- accordance with the TIAC mediation rules; or
- c. request TIAC to select a suitable mediator from the TIAC list of mediators.
3. TIAC may assist the parties by recommending suitable persons to act as mediator where the parties make the selection.
  4. In case parties cannot reach agreement on the selection of the mediator within 14 calendar days from the date of the receipt of the completed request form (Appendix 2) or within such time as may be reasonably determined by TIAC, TIAC shall select the mediator from the TIAC list of mediators after consulting the parties on their preferences.
  5. Any prospective mediator shall make a written declaration using the form in Appendix 3 including a disclosure of any circumstances that could give rise to justifiable doubts as to the prospective mediator's impartiality or independence. TIAC shall provide copies of the written declaration to the parties and invite comments on the declaration before the appointment of the mediator.
  6. The mediator shall have a continuing obligation from their appointment to the conclusion of the mediation to disclose without delay any change to the declaration in Appendix 3 including any circumstances that could give rise to justifiable doubts as to their impartiality or independence.
  7. Any party may object to the appointment of the mediator by communicating their objection in writing to TIAC and all other parties within 14 calendar days from the date of receipt of the mediator's written declaration in the form required under Appendix 3. Following an objection, TIAC shall appoint another mediator unless the parties agree on a different procedure for the appointment of a replacement mediator.

#### **Article 6. Conduct of the Mediation**

1. Each party shall cooperate in good faith with the mediator to advance the mediation as expeditiously as possible.
2. The mediator and the parties shall promptly discuss the manner in which the mediation shall be conducted. The mediator shall explain the goals of the mediation as well as the rights and obligations of the parties and the confidentiality of any private meetings. Each party shall identify a representative authorized to settle the issues in dispute on its behalf and explain its process for implementing any settlement.
3. The mediator may conduct the mediation in such manner as they see fit considering the circumstances of the case and the wishes of the parties. This competence includes the authority to issue directions to the parties that address information security and data protection.
4. Where the parties do not agree on the language or languages of the mediation, the mediator shall select the language or languages considering the wishes of the parties.

5. The mediator may communicate with the parties individually or together. Any meeting may take place in person, remotely, or by any combination of remote and in person meetings.
6. The venue for any in-person meeting shall be decided by the mediator considering the wishes of the parties. Any remote meetings may be administered by any suitable means including audio-conference, video-conference, or text-conference technology.
7. Each party shall notify all other parties and the mediator of the number and identity of those persons who will attend any meeting convened by the mediator.

#### **Article 7. Confidentiality**

1. Unless otherwise agreed by the parties, all information relating to the mediation proceedings shall be kept confidential.
2. No recording of any kind shall be made of any meetings of the parties with the mediator.
3. Each person involved in the mediation, including, in particular, the mediator, the parties and their representatives and advisors, and any independent experts and any other persons present during the meetings of the parties with the mediator shall respect the confidentiality of the mediation and may not, unless otherwise agreed by the parties and the mediator, use or disclose to any outside party any information concerning or obtained in the course of the mediation. Each such person shall sign an appropriate confidentiality agreement prior to taking part in the mediation.
4. Unless otherwise agreed by the parties, each person involved in the mediation shall, on the termination of the mediation, return, to the party providing it, any brief, document or other materials supplied by a party without retaining any copy. Any notes taken by a person concerning the meetings of the parties with the mediator shall be destroyed on the termination of the mediation.

#### **Art. 8 Admissibility of evidence in other proceedings**

1. Unless otherwise agreed by the parties, and except where disclosure is required under the law or for the purposes of implementation or enforcement of a settlement agreement, the mediator and the parties shall not introduce as evidence in any manner in any judicial or arbitration proceeding:
  - a. an invitation by a party to engage in mediation proceedings or the fact that a party was willing to participate in mediation proceedings;
  - b. any views expressed or suggestions made by a party with respect to a possible settlement of the dispute;

- c. any statements or admissions made by a party in the course of the mediation;
- d. any proposals made or views expressed by the mediator;
- e. the fact that a party had or had not indicated willingness to accept any proposal for settlement made by the mediator or by the other party;
- f. any documents prepared solely for purposes of the mediation proceedings
- g. any settlement agreement between the parties, except to the extent necessary in connection with an action for enforcement of such agreement or as otherwise required by law.

#### **Article 9. Conclusion of the Mediation**

1. The mediation will conclude on:
  - a. notification by TIAC to the parties of a failure to nominate or appoint a mediator;
  - b. conclusion of a settlement agreement by the parties with effect on the date of the conclusion of the agreement;
  - c. declaration of the mediator after consultation with the parties that further efforts at mediation are no longer justified with effect on the date of the declaration;
  - d. declaration of the parties addressed to the mediator that the mediation proceedings are terminated with effect on the date of the declaration;
  - e. declaration of a party to all other parties and the mediator that the mediation proceedings are terminated with effect on the date of the declaration;
  - f. expiration of any agreed time limit for the mediation with effect on the date of the expiration unless the parties and mediator agree to an extension of time; or
  - g. failure of a party to pay a fee owed to TIAC not less than 14 calendar days after payment is due on notice of termination by TIAC. Provisions on fees are included in the fee schedule in Appendix 4.
2. The withdrawal of a party or mediator from the proceedings, or any circumstances requiring the replacement of the mediator, shall not conclude the proceedings if any remaining parties, any remaining mediator, and TIAC agree that the proceedings shall continue.
3. The conclusion of the mediation by a party or the mediator shall be notified without delay by the mediator to TIAC.

#### **Article 10. Settlement Agreements**

1. If the parties agree to terms that settle their dispute, the parties shall draw up and sign a

settlement agreement setting out these terms.

2. The parties agree to be bound by the terms of a settlement agreement by signing it. Unless the parties agree otherwise, the settlement agreement may be signed electronically in one instrument or in counterparts deemed to be one instrument.
3. Unless the parties agree otherwise in writing, the settlement agreement including its provisions and appendices are to be treated as confidential.

#### **Article 11. Costs and Fees**

1. The costs of the mediation shall include the registration fee, the administrative charges and expenses of TIAC, the mediator's fees and expenses, as well as any fees and expenses of mediation service providers including interpreters and experts. The registration fee, the administrative charges and expenses of TIAC are set out in Appendix 4.
2. Unless agreed otherwise, the parties shall be jointly and severally liable to TIAC, the mediator, and to any mediation service providers for their costs, regardless of the outcome of the mediation proceedings.
3. The registration fee is non-refundable.
4. After the commencement of the mediation, TIAC will request the parties to make an advance payment to secure fulfillment of the costs of the mediation. This payment shall be made in equal shares unless the parties agree otherwise. If a party fails to pay its share of any advance payment within 14 calendar days of TIAC's request or within such time as may be reasonably determined by TIAC, another party may pay the outstanding amount to enable the mediation to proceed.
5. TIAC may request the parties to make additional advance payments where there is a risk that the original advance payment may not be sufficient to cover all costs of the mediation.
6. TIAC may suspend or terminate the mediation if any payment of costs is not made in full within the required deadline. TIAC will hold the advance payment of costs and will return any excess amount to the parties after the mediation has concluded.

#### **Article 12. Limitation of liability**

Neither TIAC (including its Director and other TIAC staff members), the TIAC Court of Arbitration, the TIAC Supervisory Board, the staff of TIAC Secretariat (including its officers and employees), nor any mediator shall be liable to any person for any negligence, act, or omission in connection with any mediation administered by TIAC in accordance with these rules, unless there is fraudulent or willful misconduct or if the misconduct is prohibited by any applicable law.