



NCM RULES OF PROCEDURE

Article 1

In these Rules:

“Convenor Organizations” means

"Mediation Agreement" means an agreement by the parties to submit to mediation all or certain disputes which have arisen or which may arise between them; a Mediation Agreement may be in the form of a mediation clause in a contract or in the form of a separate contract;

"Mediator" includes a sole mediator or all the mediators where more than one is appointed;

"Center" means the National Center for Mediation

Words used in the singular include the plural and vice versa, as the context may require.

Article 2 - Scope of Mediation Cases

1. The NCM's primary focus is to assist in the resolution of disputes that arise out of commercial transactions.
2. However, the NCM shall provide support to other types of cases as deemed allowed by law.

Article 3 - Commencement of the Mediation

1. Any party to a dispute may submit their Request for Mediation through the various offices of the NCM or the convenor organizations.
2. Information to be submitted must include, at the minimum, the name, address and phone numbers of the persons involved in the case and brief nature of the dispute.
3. The NCM is given five (5) days from the time the Request for Mediation is submitted or referred by the convenor organization to send a Notice of Mediation to the respective parties involved.
4. The Notice of Mediation shall contain the schedule of the preliminary conference and the name of the mediator assigned to the case. A copy of the Agreement to Mediate shall also be provided for signing of the parties.
5. Should the parties wish to choose another mediator, they may submit a written request along with the reason for replacement and three (3) names of mediators chosen from the roster of the NCM.
6. The NCM shall assist the parties should they have questions about the mediation process prior to the preliminary conference.

Article 4 - Appointment of the Mediator

1. The NCM shall assign the mediator upon receipt of the Request for Mediation.
2. The mediator assigned must indicate acceptance of the case and ensure availability to handle the case.
3. Should the mediator know of any conflict of interest or any reason why he should not be the mediator for the case, he / she must inform the NCM immediately so another mediator may be assigned.

Article 5 – Preliminary Conference

1. The mediator shall provide necessary information about the mediation process to the parties, including the Agreement to Mediate.
2. The parties are asked to sign the Agreement to Mediate Form to confirm participation in the mediation sessions.
3. The mediator may begin the mediation session or schedule the first mediation session for another date.

Article 6 - Representation of Parties and Participation in Meetings

1. Parties directly involved in the case are encouraged to attend. They may bring their legal counsels may attend but must abide by the rules set by the Agreement to Mediate.
2. Should parties be unable to attend, they may send a representative authorized to participate, decide and sign on their behalf. A notarized Special Power of Attorney is required.

Article 7 - Conduct of the Mediation

1. *Confidentiality.* Mediators and the parties must keep all information gained during the mediation sessions as confidential and may not be used in court or other ADR proceedings. All notes and documents received through the mediation session will be destroyed upon termination of the case.
2. *Voluntary.* The parties shall enter into the mediation process voluntarily. Similarly, they may also choose to leave the mediation at any time.

Article 8 – Role of the Mediator

1. The Mediator is an independent, third party facilitator who empowers the parties to decide on their case. He / she does not impose a settlement for the parties.
2. The Mediator shall abide by the Rules of Procedure and Code of Ethics and Professional Conduct set by the NCM.
3. The Mediator may conduct private caucuses with parties with an understanding that all information gained during these separate sessions shall not be disclosed to the other party unless authorized by the party.

Article 9 - Termination of the Mediation

1. A mediation case may be terminated with any of the following:
 - ✓ Successful Mediation: Parties sign an Agreement where details of settlement are enumerated.
 - ✓ Failure of mediation: Parties decide to end the mediation sessions without an agreement. The parties may opt to bring the case to other processes such as conciliation, arbitration or litigation.
2. The mediator shall immediately send the Mediator's Report indicating the status of the case.

Article 10 - Mediation Fees

1. The mediation fees shall be paid only to the NCM.
2. Mediation fees are paid in advance of the sessions as agreed with the parties.
3. Mediation fees are typically split equally between the parties involved.
4. Other costs to be incurred outside of the mediation fees such as travel shall be borne by the parties.

Article 11 - Waiver of Liability

The NCM shall not be liable to any of the parties for any act or omission in relation to the services provided by the NCM in relation to the mediation case, except in respect of deliberate wrongdoing.