

Mediation Rules (“Rules”) August 2, 2022

Section 1. Initiation of Mediation

- 1.1 Any party can request a mediation at IACT. The requesting party should submit to IACT the following information:
- (a) A demand that the dispute be referred to mediation;
 - (b) The names and contact details of the parties;
 - (c) Identification of the agreement that is invoked, if any;
 - (d) Identification of any contract, or other legal instruments out of or in relation to which the dispute arises, or in the absence of such contract or instrument, a brief description of the relevant relationship; and
 - (e) An indication of the amount involved, if any.
- 1.2 Parties to an arbitration contract under which IACT can administer an arbitration may request IACT’s mediation services before an arbitration is conducted and finalized between the parties. The parties should inform IACT, and an arbitral tribunal if there is any, of their intent to use mediation services. Members of the tribunal may not participate in any manner or to any extent in the mediation process without:
- (a) A written request signed by all the parties:
 - (i) Seeking the member’s participation;
 - (ii) Specifying the scope of such involvement; and
 - (iii) Confirming that such involvement will not prevent the member from completing the related arbitration in accordance with the IACT Rules and any agreement between the parties and IACT;
 - (b) The tribunal’s written approval; and
 - (c) IACT’s nonobjection after receiving (a) the written request and (b) written approval.

Section 2. Agreement to Mediate

- 2.1 If the Request is made pursuant to an agreement to mediate at IACT, evidence of such an agreement shall be attached to the Request.
- 2.2 If the request is made partly or wholly pursuant to an agreement to mediate at IACT, IACT will acknowledge a receipt of the Request. The date on which IACT acknowledges such receipt shall be deemed to be the date of the filing of the Request and the date of commencement of mediation.
- 2.3 If the Request is not made solely pursuant to an agreement to mediate at IACT, IACT will promptly contact the parties regarding the proposal for mediation and may assist the parties in considering the proposal. The date on which IACT acknowledges such receipt shall be deemed to be the date of the filing of the Request. The date of commencement of mediation shall be deemed to be the date when IACT confirms the relevant parties’ agreement to mediate.

- 2.4 In the event of any doubt as to the existence of an agreement to mediate at IACT, IACT may request further information from the parties or take such other steps as may be appropriate.

Section 3. Appointment of Mediator

- 3.1 Mediations will be conducted by a single mediator appointed by IACT, unless otherwise agreed by the parties.
- 3.2 In appointing a Mediator, IACT shall consider documented attributes, including but not limited to language, qualifications, areas of expertise, experience, and schedule availability. IACT may prompt the parties to submit any desired attributes that a Mediator should possess for IACT's consideration.
- 3.3 Where appropriate, more than one Mediator may be appointed to a mediation. References to "Mediator" under these Rules will then be deemed as reference to "Mediators".
- 3.4 Before appointment, a Mediator shall make a written declaration of his or her acceptance, availability, impartiality, and independence.
- 3.5 IACT shall not disclose identifying information about a Mediator to the parties before Mediator appointment.
- 3.6 If any party has objections to the appointment of the Mediator, such party shall notify IACT and all the other parties of the objections and their basis in writing as soon as practically possible, and IACT may appoint another Mediator within 30 business days of receipt of notification of the objections.
- 3.7 IACT may replace the Mediator in the course of the mediation if a conflict arises or if IACT decides that there is a justifiable circumstance for the replacement as proven by the Mediator or any of the parties.

Section 4. Mediation Fees and Deposits

- 4.1 Costs include the filing fee, fees of Mediator(s), the IACT administrative fee, and other reimbursable expenses, unless the parties otherwise agreed in mediation contracts.
- 4.2 The party who requests mediation services at IACT shall, at the time of filing a request to mediate, submit to IACT an initial deposit calculated to cover the filing fee as set forth in **Exhibit A**. IACT will charge, and the parties will pay, such additional amounts as IACT concludes will be necessary to cover all such costs at any later stage in the proceeding. Additional charges for late payments may be assessed as per contract agreements with IACT.

Section 5. Conduct of Mediation

- 5.1 Prior to and during a mediation, the parties and their representatives shall exercise their best efforts to prepare for and engage in a meaningful and productive mediation.
- 5.2 In the absence of an agreement of the parties, IACT determines the mode, the location, the time, and the language of mediation after considering opinions of the parties.
- 5.3 Mediators as soon as practicable, all actual and potential conflicts of interest that are reasonably known to the mediator and could reasonably be seen as raising a question

about the mediator's impartiality. After disclosure, if all parties agree, the mediator may proceed with the mediation.

- 5.4 During a mediation, the parties may agree to a method for allocation of medication expenses, including the administration costs. The parties shall equally bear the mediation costs unless otherwise agreed by the parties.

Section 6. Termination of Mediation

6.1 A mediation commenced pursuant to the Rules shall terminate upon:

- (a) The signing of a settlement agreement by the parties; or
- (b) IACT's confirmation of termination in part, or in entirety, upon occurrence of any of the following:
 - (i) Any party's withdrawal from the mediation;
 - (ii) A Mediator's determination that the mediation shall be terminated for the parties;
 - (iii) IACT's determination, after giving written notice to the parties, that the mediation is ill-suited to properly solve a dispute of the parties; and
 - (iv) Absence of full payment of the mediation costs within 30 days from issuance of written notice to the parties after payment for the medication costs is due.

Section 7. Settlement Agreement

- 7.1 Any settlement agreement reached in the mediation is not legally binding unless it is reduced to writing and signed by or on behalf of the parties.
- 7.2 The parties to an arbitration may jointly request and obtain from the arbitral tribunal a partial or final award incorporating the terms of their settlement.
- 7.3 A written settlement agreement may take the form of an electronic record and be signed by electronic signature.
- 7.4 Where any settlement agreement has been reached, the Mediator shall promptly notify IACT of the same and provide IACT with a copy of such agreement.

Section 8. Confidentiality and Privacy

- 8.1 Unless otherwise agreed by the parties, the following procedures shall be adopted in order to ensure confidentiality of mediation proceedings:
- (a) All mediation sessions shall be private.
 - (b) The negotiations and communications exchanged between the parties or between a party and the Mediator for the purposes of the mediation shall be confidential.
 - (c) Unless otherwise agreed among the parties, or required by law, neither the Mediator nor the parties may disclose to any person any substantive information regarding the mediation or any settlement terms.
 - (d) All documents and information produced for the mediation shall be deemed and treated as confidential and shall not be admissible in evidence or otherwise discoverable

in any litigation or arbitration, except for any documents or information which would in any event be admissible or discoverable in any such litigation or arbitration.

(e) To keep records, documents, evidence, and information related to the mediation safe and confidential, the parties shall use reasonable precautions under the circumstances.

(f) The parties shall not disclose, rely upon, or introduce as evidence in any arbitral or judicial proceedings, any admissions, proposals or views expressed by the parties or by the Mediator during the course of the mediation.

Section 9. General Provisions

9.1 The Mediator, IACT, and its employees shall not be liable to any person for any act or omission in connection with a mediation, unless there is fraudulent or willful misconduct.