



## **CAMP RULES OF MEDIATION, 2016**

Effective as of April 01, 2016

The Centre for Advanced Mediation Practice (CAMP) facilitates private mediation services from its office located at 46, First Floor, 36<sup>th</sup> Main, BTM Dollar Scheme, Bangalore - 560 068, Karnataka, India.

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## DEFINITIONS

In these rules, unless the context otherwise requires –

- (a) **“CAMP”** means the Centre for Advanced Mediation Practice. It is an organization to facilitate mediation through its panel of mediators.
- (b) **“CAMP Case Manager”** means the person appointed by CAMP to whom the Request to Mediate – Form A and all correspondence in relation to the mediation shall be addressed to.
- (c) **“CAMP Code of Conduct”** means the code of conduct governing the Mediator during and after the termination of the mediation process.
- (d) **“CAMP Mediation Agreement – Form C”** means the mediation agreement to be entered into by the Parties pursuant to Rule 2(v).
- (e) **“CAMP Mediation Office”** means the CAMP office located at First Floor, 46, 36<sup>th</sup> Main, BTM Dollar Scheme Bangalore – 560068, Karnataka, India.
- (f) **“CAMP Mediation Panel”** means the panel of trained Mediators empaneled by CAMP.
- (g) **“CAMP Rules of Mediation”** or **“Rules”** means these rules of mediation that govern all mediations that have been submitted to CAMP along with the forms, annexures and schedules as amended from time to time.
- (h) **“Fee Schedule”** means the schedule of fees as determined by CAMP.
- (i) **“Request to Mediate - Form A”** means the letter submitted to CAMP requesting mediation pursuant to Rule 2(i) and 2(ii).

- (j) **“Acceptance/Non-Acceptance to Mediate – Form B”** means the acceptance/non-acceptance to the Request to Mediate – Form A, pursuant to Rule 2 (iii).
- (k) **“Mediator(s)”** means the person or persons appointed in accordance with Rule 3 to conduct the mediation process.
- (l) **“Party(ies)”** means the disputing party(ies) or their authorised representatives, duly authorised by a Power of Attorney or through a Board Resolution or otherwise.
- (m) **“Participant(s)”** means person(s) other than Party(ies) who participate(s) in the mediation and includes persons accompanying the parties as well as technical experts and observers but does not include the legal counsel and authorized representatives of the parties.
- (n) **“Counsel”** means the lawyer(s) representing the interests of the Party(ies) at mediation.

## **RULE 1: APPLICATION OF THE RULES**

These Rules shall apply from the time all Parties to a dispute agree in writing to refer their dispute to mediation as per the CAMP Rules of Mediation up to the termination of the mediation as per Rule 7.

## **RULE 2: COMMENCEMENT OF MEDIATION**

- (i) All Parties to a dispute requesting mediation must file with CAMP the Request to Mediate – Form A.
- (ii) In the event only one/some among the Party/Parties files a Request to Mediate – Form A, such Party/Parties may request CAMP to invite the other Party(ies) to participate in the mediation. Upon receipt of such a request, CAMP will attempt to contact the other Party(ies) involved in the dispute to obtain an agreement to participate in the mediation.
- (iii) Parties contacted by CAMP under Rule 2(ii) who wish to participate in mediation must respond by signing and returning to CAMP, the Acceptance/Non-Acceptance to Mediate - Form B, within 15 days of its receipt.
- (iv) In the event all Party(ies) do not agree to mediation within 15 days of receipt of Acceptance/Non-Acceptance to Mediate - Form B, the CAMP Case Manager shall so advise the other Parties, CAMP and Mediator in writing.
- (v) All Party(ies), Counsel, Mediator(s) and CAMP shall sign the CAMP Mediation Agreement - Form C, before the first mediation session.
- (vi) All mediations shall be held at the CAMP Office. Any exceptions shall be at CAMP's sole discretion.

### **RULE 3: APPOINTMENT OF MEDIATOR**

- (i) Upon receipt of the completed Request to Mediate - Form A and the Acceptance/Non-Acceptance to Mediate - Form B, CAMP shall appoint a Mediator from the CAMP Mediation Panel.
- (ii) CAMP shall notify the Parties of its appointment of the Mediator and the time and date of the first mediation session within 15 days of the receipt of the acceptance to mediate by all parties in the prescribed form.
- (iii) If all Parties jointly seek the appointment of a Mediator from outside the CAMP Mediation Panel, CAMP may consider such a request under extraordinary circumstances. The appointment of any external Mediator shall be at CAMP's sole discretion. Such external Mediator shall be bound by the CAMP Rules of Mediation and the CAMP Code of Conduct for mediations conducted at CAMP.
- (iv) CAMP may suggest co - mediation for certain disputes. If the Parties agree to co-mediation, CAMP shall appoint co-mediators, who shall also be bound by the CAMP Rules of Mediation and the CAMP Code of Conduct.
- (v) If required, the Parties may agree, or CAMP may suggest, that technical experts assist the Parties in mediation. Such technical experts shall be bound by the disclosure and confidentiality requirements set out in Rule 4 and Rule 6 and their Fees and Costs are governed by Rule 10.
- (vi) If the Parties request appointment of a different Mediator or if the Mediator withdraws from the mediation, and when CAMP deems necessary, CAMP shall appoint another Mediator from the CAMP Mediation Panel.

#### **RULE 4: CONFLICT OF INTEREST AND DISCLOSURE**

- (i) Individual(s) identified by CAMP as possible Mediator(s) for the dispute shall prior to their appointment inform CAMP of matters if any that may potentially affect their impartiality or any perception of their impartiality.
- (ii) Mediators shall make reasonable efforts to keep themselves informed about matters if any that could reasonably raise questions about their ability to conduct the mediation impartially.
- (iii) If a conflict of interest is identified after the appointment of the mediator or at any time during the mediation, the Parties may choose to continue with the appointment of the same Mediator or request appointment of a different Mediator. If the Parties choose to continue with the same Mediator, the Parties shall sign a written waiver prepared by CAMP.
- (iv) If the Parties request appointment of a different Mediator or if the Mediator declines the mediation, CAMP shall appoint another Mediator from the CAMP Mediation Panel.
- (v) The Mediator's obligation to disclose conflict of interest begins on the notification of his appointment by CAMP as a Mediator and continues until the termination of the mediation process and relates to any conflict that may arise even after the mediation has commenced.

#### **RULE 5: CONDUCT BY THE MEDIATOR**

- (i) The Mediator's conduct during the mediation shall be governed by the CAMP Code of Conduct. If there is a breach of this CAMP Code of Conduct, CAMP shall solicit views of all Parties and take action as CAMP deems appropriate, including but not limited to replacement of the Mediator. In case of replacement of the Mediator, decision of CAMP shall be final on the consequences of replacement, including but not limited to the fees and the process.

- (ii) The Mediator and CAMP do not serve as agents of any of the Parties at any time. The Mediator is also not an agent of CAMP nor CAMP an agent of the Mediator.

### **RULE 6: CONFIDENTIALITY**

- (i) Information, records, reports or other documents prepared and all communications made for the purpose of, in the course of or pursuant to a mediation shall be confidential and inadmissible in any legal, arbitral or judicial proceeding, unless otherwise admissible or discoverable outside of mediation.
- (ii) Parties and/or Counsel and/or Participants shall not attempt to call upon or compel the Mediator, co-Mediator, technical expert, CAMP or any of CAMP's employees, officers or representatives to give evidence or to testify or to reveal any information received, documentation or communication made during the mediation, in any legal, arbitral or judicial proceeding. Any Party(ies) and/or Counsel and/or Participant(s) that attempt(s) to do so shall be responsible for all costs incurred by the Mediator /CAMP in defending the claim and consequences thereof.
- (iii) Parties and/or Counsel and/or Participants shall not rely on and/or introduce as evidence in any legal, arbitral or judicial proceeding, any information or documentation described in Rule 6 (i) above, whether or not such proceedings relate to the dispute that is the subject matter of the mediation. Such information or documentation includes but is not limited to:
  - (a) any views expressed and/or suggestions made and/or proposals for settlement made by any of the Party(ies) and/or Counsel and/or Participant(s) in the course of the mediation,
  - (b) any admissions made by any of the Party(ies) and/or Counsel and/or Participant(s) regarding the merits of the dispute
  - (c) proposals, suggestions or views expressed by the Mediator and
  - (d) the fact that any party(ies) had indicated his willingness to accept a proposal for settlement.



- (iv) Any information shared by a Party(ies) and/or Counsel and/or Participant(s) with the Mediator during a separate mediation session/private caucus specified to be confidential shall not be shared by the Mediator with the other Party(ies), their Counsel, Participant(s) and/or any other person.
- (v) Evidence otherwise admissible or discoverable shall not be or become inadmissible or protected from disclosure solely by reason of its introduction or use in mediation.

### **RULE 7: TERMINATION OF MEDIATION**

- (i) The mediation shall terminate when:
  - (a) a Party(ies) withdraws from the mediation; or
  - (b) the Mediator, at his/her discretion, withdraws from the mediation; or
  - (c) a written settlement agreement is concluded.
- (ii) Any Party(ies) may withdraw from the mediation at any time and shall immediately inform the other Party(ies), the Mediator and CAMP of this withdrawal in writing.
- (iii) A Mediator may withdraw from the mediation at any time for valid reasons and shall immediately inform CAMP and the Parties of this withdrawal in writing. He shall however continue to be bound by the Mediation Agreement – Form C, including the confidentiality provisions thereof.

### **RULE 8: SETTLEMENT AGREEMENT**

- (i) A settlement agreement reached by the Parties during mediation becomes contractually binding when it is reduced to writing and signed by or on behalf of the Parties.

- (ii) The settlement agreement may also be in the form of an electronic record with digital signatures. Any such electronic documentation shall require an undertaking of authenticity signed by the Parties or their authorised representatives.

### **RULE 9: WAIVER AND EXCLUSION OF LIABILITY**

- (i) Neither CAMP nor its officers or employees nor any Mediator(s) at CAMP will be liable to any Party(ies), Counsel or Participant(s) for any alleged act or omission in connection with any mediation conducted under these Rules.
- (ii) The Parties, Counsel and Participants shall not make any claim against the Mediator and/or CAMP, its officers and employees for any matter in connection with or in relation to:
  - (a) the mediation, or
  - (b) the services provided by the Mediator and/or CAMP, its officers and employees, or
  - (c) the dispute between the Parties.

### **RULE 10: FEES AND COSTS**

Unless otherwise agreed by the Parties in writing, the costs of mediation including but not limited to appointment of a co-Mediator, technical or other expert(s) and advisor(s) shall be borne by the Parties in equal proportion. In case Party(ies) engage technical or other expert(s) and advisor(s) separately, each party bears his/her own costs.

### **RULE 11: INTERPRETATION AND AMENDMENT OF RULES**

- (i) Interpretation of these Rules and the CAMP Code of Conduct shall be made solely by CAMP.

- (ii) These Rules along with its forms and annexures and the CAMP Code of Conduct may be amended by CAMP from time to time without any prior notice.

## **RULE 12: GOVERNING LAW AND JURISDICTION**

The mediation process shall be governed by and be conducted in accordance with the laws of India. The Courts at Bangalore shall have exclusive jurisdiction in relation to all matters related to CAMP or the mediation at CAMP, the process or the conduct of the Mediator during the mediation.

