



*CMAP*  
*Mediation Rules*





# MEDIATION MODEL CLAUSES

Upon entering into a contract, the parties to such contract may agree to settle any dispute that may arise out of this contract by means of mediation and/or arbitration under CMAP Rules. Depending on the parties' needs and decision, different options are offered. Parties may choose among the following corresponding suggested clauses:

## *Option 1 : Mediation Only*

Any and all disputes arising out of, relating to, or in connection with the validity, interpretation, performance, non-performance suspension, expiration or termination for any reason of this Contract shall be submitted to mediation under the CMAP (Centre for mediation and Arbitration of Paris, Paris Chamber of Commerce and Industry - 39, avenue Franklin D. Roosevelt, 75008 Paris) Rules of Mediation which the parties hereby agree to apply.

## *Option 2 : Mediation and Arbitration*

Any and all disputes arising out of, relating to, or in connection with the validity, interpretation, performance, non-performance, suspension, expiration or termination for any reason of this Contract shall be submitted to Mediation under the Rules of Mediation of the CMAP (Centre for mediation and Arbitration of Paris, Paris Ile-de-France Regional Chamber of Commerce and Industry - 39, avenue Franklin D. Roosevelt, 75008 Paris) rules of mediation which the parties hereby agree to apply. Should the parties fail to settle their dispute under Mediation such dispute shall finally settled by arbitration in accordance with the Rules of Arbitration of the CMAP by one or three arbitrators designated in accordance with the said Rules of Arbitration which the parties hereby agree to apply.



# MEDIATION RULES

## *1. Initiation of mediation proceedings*

- 1.1 Mediation proceedings are initiated upon the request of the parties, where they have so agreed at the outset of the dispute, or upon the request of one party, where the parties have so agreed under the terms of their contract.
- 1.2 Mediation proceedings may also be initiated:
- at the request of one party who wishes the Centre to propose mediation proceedings and where the other party is not opposed to it,
  - or, alternatively, where the Centre receives a request for arbitration and considers that mediation may be proposed to the parties, subject to their acceptance of it.
- 1.3 Any mediation which is entrusted to CMAP entails acceptance by the parties of the present Rules.

## *2. Request for mediation*

- 2.1 The Centre is seized with a matter at the request of the parties or one of them, upon receipt of a request for mediation that contains:
- the legal particulars or company details and the addresses of the parties;
  - a brief description of the nature and circumstances of the dispute;
  - and their respective positions or the position of the party requesting mediation;
  - the amount in dispute.
- 2.2 The request for mediation is not registered

unless it is accompanied by payment of the administrative fees for opening the matter calculated in accordance with the scale of fees in effect, as provided by Article 8 hereof. Under no circumstances this sum refundable.

- 2.3 Where mediation proceedings are suggested by the Centre of its own initiative (under Article 1.2 CMAP's Mediation Rules and Article 31 of CMAP's Arbitration Rules), the request for arbitration shall serve as request for mediation. It entails payment of the initial fees in accordance with the preceding paragraph, which will be set off against the sum paid at the time of the registration of the arbitration request.

### *3. Informing the other party*

- 3.1 Where a mediation clause already exists:  
When the Centre is seized by a party who invokes an existing conciliation or mediation clause in the contract subject of the dispute, it shall inform the other party of the initiation of mediation proceedings. The Centre shall send these Rules to the other party and allow it fifteen (15) days from receipt of CMAP's letter to provide its comments.
- 3.2 In the absence of a mediation clause:  
As soon as the request is registered, the Centre shall inform the other party and invite it to participate in mediation proceedings. It shall send these Rules to the other party and allow it fifteen (15) days from receipt of CMAP's letter to reply to the Centre.

### *4. Response to the request*

- 4.1 Where a mediation clause already exists:  
As soon as the comments of the other party have been received, or once the time limit defined in Article 3.1 above has expired, the General Secretariat of the Centre shall submit the case to CMAP's Mediation Committee so

- that a mediator may be designated.
- 4.2 In the absence of a mediation clause:  
If the other party so agrees, the General Secretariat submits the case to CMAP's Mediation Committee so that a mediator may be designated. If the other party explicitly refuses to participate in mediation proceedings or fails to respond once the time limit defined in Article 3.2 above has expired, the Centre shall so advise the party who submitted the request for mediation and close the file, without refunding the administrative fees paid for opening the matter.

### *5. Appointment of the mediator*

- 5.1 As soon as the parties have agreed to participate in mediation proceedings or when the contract between them contains a clause referring to these Rules, the Mediation Committee shall appoint a mediator, who shall be selected according to the nature of the dispute or, as the case may be, based on a suggestion from the parties.
- 5.2 CMAP may propose to the parties that a trainee mediator attend the mediation sessions. The trainee mediator will then be bound by the same obligation of confidentiality as the appointed mediator.

### *6. Independence, neutrality and impartiality of the mediator*

- 6.1 The mediator must be impartial, neutral and independent of the parties. In appropriate cases, (s)he must disclose to the parties and to CMAP's General Secretariat any circumstances which might affect her/his independence and/or impartiality in the eyes of the parties. In such case, (s)he may be confirmed or maintained as mediator only after a decision by the Mediation Committee and with the written consent of all the parties.

The mediator appointed by the Committee

- shall sign a statement of independence.
- 6.2 Should (s)he come to the view, during the course of the mediation process, that there exists any factor liable to call into question her/his independence, (s)he shall so inform the parties. The mediator shall continue her/his task if the parties so agree in writing. Otherwise (s)he shall stay the mediation proceedings. The Mediation Committee shall then proceed to appoint a replacement mediator.

### *7. The mediator's role and the conduct of the mediation proceedings*

- 7.1 The mediator helps the parties to find a negotiated outcome to their dispute. (S)he has full discretion as to the methods by which (s)he performs her/his task, subject to obligations of loyalty and respect of the interests of each of the parties. If (s)he considers it useful, (s)he may hear the parties separately, if they have agreed to this. In this case, (s)he tries to ensure equal balance of treatment between all the parties and the respect of the confidentiality of the procedure (cf. Article 7.5).
- 7.2 In the case of contractual mediation, at the beginning of the mediation proceedings, the mediator has the parties sign an agreement apportioning the expenses and fees of the mediation between them.
- 7.3 Where a mediation clause exists, if one of the parties refuses to attend a meeting organised by the mediator, an end of mission report is submitted to the Centre by the mediator.
- 7.4 Similarly, the mediator also submits a report in the event that the mediation ends without the parties having reached an agreement. CMAP's General Secretariat then closes the file and so informs the parties.
- 7.5 The mediator, the parties and their counsels are held to the strictest obligation of confi-

dentiality for everything that relates to the mediation: no finding, statement, or proposal made by or before the mediator may be used subsequently, even in court proceedings, except in cases where all parties have formally agreed to this.

- 7.6 The duration of the mediation shall not exceed two months starting from the appointment of the mediator by the Centre. This period may be extended by CMAP or by the judge that ordered the mediation, with the agreement of the mediator and all the parties, the Centre being entitled to terminate the mediation proceedings on the expiry of a period of six months from the date of appointment of the mediator, without refunding the administrative fees.
- 7.7 If it appears to the mediator that the mediation process will not result in an agreement, (s)he may terminate her/his mission. Equally, and at any time, either party is free to bring the mediation proceedings to end.
- 7.8 Should the mediator consider that (s)he is unable to pursue her/his mission, (s)he shall stay the mediation proceedings. (S)he shall promptly give notice thereof to CMAP's General Secretariat. The CMAP's Mediation Committee shall then proceed to appoint a replacement mediator as soon as possible, if the parties so request.

In the hypothesis provided for at Article 1.2, the parties may at any time request that the mediation proceedings be terminated and, where appropriate, that arbitration proceedings be started.

The mediator may not be appointed as an arbitrator or participate in any capacity whatsoever in any ongoing proceedings, except upon the written request of all the parties.

The agreement reached as a result of mediation proceedings shall be written up in a docu-



ment that is signed by the parties.

In the case of an international dispute, the parties may ask the mediator if (s)he is willing to be appointed by the Centre as an arbitrator in order to deliver an award by consent. If the mediator so agrees, CMAP starts arbitration proceedings. In addition to the fees and expenses due for the mediation, shall be added half of the fees and expenses, in accordance with the minimum fee for the range of the sum in dispute, that would be incurred shall an arbitration be commenced, as defined in the scale appended to the Arbitration Rules in effect at the time proceedings were originally initiated with the Centre.

Once any sums due for this arbitration procedure have been paid, the Arbitration Committee is requested to validate the appointment of the arbitrator.

The award is delivered in accordance with CMAP's Arbitration Rules.

### *8. Mediation fees and expenses*

- 8.1 The fees and expenses of the mediation shall be set, as appropriate, in accordance with the fixed or sliding scale annexed to these Rules that are in effect at the date CMAP receives the request for mediation.
- 8.2 During the course of mediation proceedings that are not covered by the fixed scale, the Centre may request an additional upfront advance against final fees and expenses.
- 8.3 Unless the parties agree otherwise, the fees and expenses shall be borne equally by the parties.

### *9. Interpretation of rules - Applicable rules*

- 9.1 CMAP shall have sole jurisdiction to interpret these Rules.
- 9.2 A request for mediation shall be processed in accordance with the Rules and scale of fees



and expenses in effect on the date of receipt of the request.