

## Annex B - CODE OF CONDUCT

This Code of Conduct ("this Code") applies to all persons appointed by the Singapore Mediation Centre (the "Centre") to act as Mediators in sessions held by the SMC under the SMC-CEA Mediation Rules.

### 1 **Acceptance of Assignment**

- 1.1 The Mediator will before accepting an assignment, be satisfied that he will be able to conduct the mediation expeditiously and impartially.

### 2 **Impartiality**

- 2.1 The Mediator will be impartial and fair to the Parties, and be seen to be so. Following from this, he will disclose information which may lead to the impression that he may not be impartial or fair, including, that -
- a he has acted in any capacity for any of the Parties;
  - b he has a financial interest (direct or indirect) in any of the Parties or the outcome of the mediation; or
  - c he has any confidential information about the Parties or the dispute under mediation derived from sources outside the mediation.

- 2.2 When in doubt, the Mediator shall refer the matter to the SMC.

### 3 **The Mediation Procedure**

- 3.1 The Mediator will act in accordance with the SMC-CEA Mediation Rules of the SMC.

### 4 **Confidentiality**

- 4.1 Any document or information supplied for or disclosed in the course of the mediation will be kept confidential. The Mediator will only disclose the same if required to do so by general law, or with the consent of all the Parties, or if such disclosure is necessary to implement or enforce any settlement agreement.
- 4.2 The Mediator (or any member of his firm or company) will not act for any of the Parties subsequently in any matter related to or arising out of the subject matter of the mediation without the written informed consent of all the Parties.

### 5 **Settlement**

- 5.1 The Mediator will ensure that any settlement agreement reached is recorded in writing and signed by the Parties unless the Parties request otherwise.
- 5.2 For avoidance of doubt, a settlement agreement that is recorded in writing may take the form of an electronic record.
- 5.3 For avoidance of doubt, where a settlement agreement takes the form of an electronic record, it may be signed by applying electronic signatures.

## **6 Withdrawal**

- 6.1 A withdrawal by the Mediator will occur -
  - a when he realises that he has committed a breach of any of the terms of this Code;
  - b if there is a request to do so in writing by any of the Parties; or
  - c when he is required by any of the Parties to do anything in breach of this Code or the SMC-CEA Mediation Rules.

The Mediator shall, on the occurrence of a, b or c above, immediately inform the SMC of his withdrawal.

- 6.2 The Mediator also has the discretion to withdraw if -
  - a any of the Parties breaches the SMC-CEA Mediation Rules;
  - b any of the Parties acts unconscionably;
  - c in his opinion, there is no reasonable prospect of a settlement; or
  - d the Parties allege that he is in breach of this Code.

## **7 Fees**

- 7.1 In accepting appointment, the Mediator expressly agrees to the remuneration as fixed by the SMC, and he should not make any unilateral arrangements with any of the Parties for additional fees.

## **8 Evaluation**

- 8.1 The Mediator will not evaluate the Parties' case unless requested by all the Parties to do so, and unless he is satisfied that he is able to make such an evaluation.