



محكمة قطر الدولية
ومركز تسوية المنازعات

**QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE**

MEDIATION RULES

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Introduction

1. These Rules shall be referred to as the QICDRC Mediation Rules. Whenever a mediation is administered by the QICDRC, whether at the initiative of the Court or Regulatory Tribunal, pursuant to an agreement to mediate, or pursuant to a request by the parties, the process will be conducted in accordance with these rules or such amended rules adopted by the QICDRC as are current at the time of the commencement of the mediation. These rules shall be deemed to incorporate the list of any administrative costs effective at the time of commencement of the mediation as adopted by the QICDRC.
2. The parties may at any time agree to vary these Rules, subject to the agreement of the mediator.

Commencement of the Mediation

3. There are three ways in which a mediation can be initiated:
 - (a) By the Court or the Regulatory Tribunal (with the agreement of the parties)
 - (b) By virtue of a contractual provision to refer to mediation
 - (c) At the voluntary request of one or more parties to a dispute (with the agreement of the other party/parties)
4. Where a mediation is initiated by the Court or the Regulatory Tribunal (with the agreement of the parties), the Court/Regulatory Tribunal will notify the Registrar that the case before it has been stayed to allow the parties to mediate. The Court/Regulatory Tribunal will give such directions as it considers appropriate at the time the case is stayed.
5. In all other cases, any party or parties wishing to commence a mediation under these Rules must submit a written request for mediation and must, at the same time, pay any applicable filing fee. A copy of the request for mediation must be sent to all other parties to the mediation.

Appointment of the Mediator

6. Where the mediation arises by virtue of a referral by the Court or Regulatory Tribunal (with the agreement of the parties), the mediator will be nominated by the Court or Regulatory Tribunal from a panel created and maintained by the QICDRC. Depending upon the circumstances of the case, it may be that the most appropriate mediator is one of the judges who has been sitting on the case. Where such a judge is appointed as the mediator he or she will cease to have involvement with the case before the Court/Regulatory Tribunal and will have no communication with the other judges about the mediation. If the mediation is ultimately unsuccessful and the Court/Regulatory Tribunal proceedings resume, the judge who acted as the mediator will no longer be a part of the constitution and will be replaced accordingly.
7. In other cases, the Registrar (where considered appropriate in consultation with a judge of the Court/Regulatory Tribunal nominated for this purpose) can suggest a list of possible mediators on the QICDRC Panel from which the parties can make a selection. If the parties

are unable to agree on the appointment of a particular mediator, the appointment will be made by the Registrar (where considered appropriate in consultation with the judge of the Court/Regulatory Tribunal nominated for this purpose).

8. The appointed mediator must make a written declaration of his or her acceptance, availability, impartiality and independence and shall also immediately disclose to the parties any known actual or potential conflicts of interest which could reasonably raise any question of his or her impartiality or independence.
9. If any party wishes to raise any valid objection to the appointed mediator, the party must notify the Registrar, mediator and any other party/ parties in writing as soon as possible. The validity of the objection will be considered and, if appropriate, a replacement mediator will be appointed.

Fees

10. It is the obligation of the parties to pay any applicable administration fees/associated charges in relation to the mediation. The QICDRC will publish, from time to time, details of any applicable fees.
11. Where the mediation arises by virtue of a referral by the Court/Regulatory Tribunal (with the agreement of the parties), the fees of the mediator will be borne by the Court/Regulatory Tribunal.
12. In all other cases, the fees payable to the mediator and the manner in which they are to be paid are to be agreed between the parties and the appointed mediator.
13. Where there is a failure to pay any applicable fee, the Registrar/appointed mediator may terminate the mediation.

Conduct of the Mediation

14. The mediator will conduct the mediation in such manner as he/she deems most appropriate to the case in question and most likely to be successful having regard to the nature and circumstances of the dispute.
15. The mediator may (but is not bound to) take into account any specific requirements of the parties as to the procedure to be adopted so far as these are consistent with the overall objective of the process.

Confidentiality

16. Subject to any agreement between the parties and any applicable law to the contrary, the mediation shall be private and confidential and any settlement agreement between the parties shall not be disclosed, save where it is necessary for the purposes of its implementation or enforcement.
17. The discussions, negotiations and documents prepared for or introduced into the mediation process at any stage shall be “without prejudice” and the parties will not be permitted to introduce or rely upon information provided at the mediation into any court proceedings or arbitration.
18. There will be no recording or transcription of the mediation, save for that which may be necessary to record any settlement agreement.
19. The mediator shall not give evidence in any judicial, arbitral or similar proceedings concerning any aspect of the mediation unless required by any applicable law or unless the parties and the mediator agree otherwise in writing.

Conclusion of the Mediation

20. The mediation will be deemed to be at an end in one of the following circumstances:

- (a) A settlement is achieved and a binding settlement agreement is signed by the parties;
- (b) One or more parties indicate unequivocally by word or action that they will not participate;
- (c) The mediator concludes that no useful purpose will be served by continuing the mediation and confirms his or her position in writing to the QICDRC. In such circumstances, the mediator must not give his/her reasons for reaching this conclusion; or
- (d) By agreement of the parties.

21. In all cases, the QICDRC must be notified that the mediation has come to an end.

Settlement Agreement

22. Any settlement agreement reached in the course of the mediation shall be in writing and signed by or on behalf of the parties.
23. A settlement agreement may take the form of an electronic record and be signed by electronic signature.
24. The mediator will provide the Registrar with a copy of any settlement agreement.

Limitation of Liability

25. Neither the QICDRC (nor any of its employees) nor the mediator shall be liable to the parties for any act or omission in connection with the services provided in or in relation to the mediation unless the act or omission is shown to be fraudulent or in bad faith.
26. The parties shall save harmless and indemnify the mediator against all claims by third parties and in respect of this shall be jointly and severally liable.

