

CCC-ICLP INTERNATIONAL ADR CENTER
MEDIATION RULES

Index

1. Introduction to Mediation
 2. The CCC-ICLP Mediation Rules, 2021, revised May 2023
 - Rule 1 : Applicability
 - Rule 2 : Commencement of the Mediation
 - Rule 3 : Language and place of Mediation
 - Rule 4 : Appointment of Mediators
 - Rule 5 : Management of the Mediation process
 - Rule 6 : Impartiality of the Mediator and conflict of interest.
 - Rule 7 : Confidentiality of the Mediation process
 - Rule 8 : Role and responsibilities of the parties
 - Rule 9 : Termination of the Mediation
 - Rule 10 : Application to revise or revoke a Settlement Agreement
 - Rule 11 : Indemnity
 - Rule 12 : Interpretation of the Rules
 - Rule 13 : Administrative arrangements
 - Rule 14 : Fees Payable
 - Rule 15 : Interpretation
- Schedules:
- i. Schedule A – Request for Mediation
 - ii. Schedule B – Agreement to Mediate.
 - iii. Schedule C – Declaration of Impartiality by a person nominated for appointment as a Mediator.
 - iv. Schedule D - Disclosure of interest or relationship by a person nominated for appointment as a Mediator.
 - v. Schedule E - Approval for the appointment or continuance of Mediator after disclosure of interest or relationship.
 - vi. Schedule F – Certificate of Non-Settlement.
 - vii. Schedule G - Mediated Settlement Agreement

INTRODUCTION TO MEDIATION

MEDIATION is a dispute resolution mechanism which provides for a process which is managed by a third party neutral intervenient called the Mediator or by a Panel of such Mediators, who assist disputing parties to come to an amicable settlement of their dispute.

The objective of Mediation is to achieve a fair and equitable settlement of a dispute in a non-confrontational, non-adversarial manner expeditiously, and to the satisfaction of the disputing parties.

The role of the Mediator is to facilitate the process using special skills and techniques to assist the parties to understand their core issues and arrive at a mutually acceptable settlement. The Mediator does not judge the issues or direct the Parties to accept a settlement. It's a non coercive process that steers disputants along a path that encourages them to find solutions to their satisfaction.

Mediations are conducted in compliance with Rules that govern the process from its commencement to its conclusion. The Rules of the CCC-ICLP international ADR Center are set out herein.

THE CCC-ICLP INTERNATIONAL ADR CENTER

RULES FOR MEDIATION

RULES

RULE 1: Applicability

1.1 These Rules shall be binding on the Parties, the Mediators and the Center in the conduct of Mediations by the Center for the resolution of commercial disputes.

1.2 For the purpose of these Rules-

1.2.1 A “Commercial Dispute” is a dispute of a commercial nature and will not include the followings:

- (a) a transaction engaged in by a party who is a consumer, for personal, family or household purposes;
- (b) matters governed by any personal laws and family matters including inheritance.

1.2.2 “Mediation” is a dispute resolution process whereby parties to a dispute attempt to reach an amicable settlement of their dispute with the assistance of a third person or persons (referred to as Mediator/s) whose role is to facilitate the process using special skills and techniques to assist the parties to arrive at a mutually acceptable settlement without imposing a solution upon them

1.3 The Center may, from time to time, amend these Rules and any amendment thereof shall not bind the parties to an ongoing Mediation unless the parties agree to be so bound in writing.

1.4 These Rules shall be applicable to all mediations conducted by the Centre.

RULE 2: Commencement of the Mediation

2.1 Any party or parties to a commercial dispute, may, either individually or jointly, submit a “Request for Mediation” (the “Request”) to the Center, in compliance with these

Rules, in the format in **Schedule A** hereto and shall submit any further information considered necessary and requested by the Center.

- 2.2 Where the Request is made by one Party only, a copy thereof shall simultaneously be delivered by the Party submitting the Request, to the other Party or Parties to the dispute.
- 2.3 Where the Request is made during the pendency of any other proceeding (Court action, Arbitration or similar process), the Party submitting the Request shall, at the time of submitting the Request, forward a notice to the relevant Court, the Arbitrator or the other person before whom the matter is pending, as the case may be, stating that a Request has been submitted to the Center. Proof of submission of such notice shall be forthwith provided to the Center.
- 2.4 Where the Request is made by one Party only, and the assistance of the Centre is sought to obtain the agreement of the other Party/Parties to mediate the dispute, the Center shall as soon as practicable and not later than three (03) working days from the receipt of the Request, ascertain from such other Party/Parties whether there is agreement to have the dispute mediated in terms of the Rules of the Center or other Rules that the parties may wish to adopt. The Center may assist the party/parties to take a decision regarding the submission to Mediation..
- 2.5 Where all the parties agree to the commencement of the Mediation, the Center shall, within three (03) working days of the agreement being given, have the parties sign an Agreement to Mediate, in the format in **Schedule B** hereto. The Centre may, if necessary, invite the parties to a meeting to discuss the details of the process and other matters relevant thereto, including the appointment of a mediator or mediators.
- 2.6 For the purposes of these Rules, the Mediation shall be considered to have commenced from the date set out in the Agreement to Mediate signed by the Parties.

RULE 3: Language and place of mediation

- 3.1 The Mediation sessions shall be conducted in a language acceptable to the Parties.
- 3.2 The Center shall determine a venue which is mutually acceptable to the Parties, at which the mediation sessions shall be conducted.

RULE 4: Appointment of Mediators

- 4.1 A mediator or mediators as the case may be, shall be appointed by the Centre in compliance with these Rules.
- 4.2 Within seven (07) working days of the date of commencement of the Mediation, the parties shall jointly submit to the Center a nomination of a Mediator from among either the accredited Mediators of the Center or another Mediator acceptable to the parties.
- 4.3 In the absence of a joint nomination of a Mediator by the parties within seven (07) days, the Center shall appoint a Mediator, in consultation with the parties.
- 4.4 Where, upon a consideration of the complexities of the matters that may arise, the parties agree that it would be beneficial to have more than one Mediator, a panel of two (02) or three (03) Mediators may be nominated by the parties, or the Center may on its own accord propose to the parties that there be more than one Mediator and in such a situation a panel of such number of mediators as may be agreed upon, may be appointed in consultation with the parties.
- 4.5 A Mediator shall be neutral, independent and impartial and accordingly the appointment of a Mediator shall be in full compliance with these Rules so as to ensure the impartiality of every Mediator and the avoidance of a conflict of interest situation that will prevent or be perceived to prevent a Mediator from being impartial.
- 4.6 A person selected for appointment as a Mediator shall, prior to being appointed as a Mediator, confirm in writing in the format in **Schedule C hereto**, that he/she has no conflict of interest as would render him/her ineligible to function as a Mediator or in the alternative, shall make full disclosure of a conflict of interest situation in the format in **Schedule D hereto**, and the appointment of that person as a Mediator shall only be made in full compliance with these Rules, and after the parties have granted their consent to the appointment, in writing, in the format in **Schedule E hereto** .

- 4.7 In the event that a Mediator is, after appointment, unable to continue as a Mediator for any reason whatsoever, a Mediator in lieu shall be appointed by the Center in consultation with the parties.

RULE 5: Management of the Mediation Process

- 5.1. The Mediator/s, shall manage the Mediation process in compliance with these Rules and/or such other Rules as may be agreed to by the parties.
- 5.2. The Mediator/s shall facilitate the parties to arrive at a mutually acceptable resolution of the issues in dispute and may adopt such techniques and skills as are compatible with Mediation, as the Mediator/s consider appropriate in the circumstances of each case.
- 5.3. The Mediator/s shall, in the discharge of responsibilities, do the following:
- 5.3.1 convene sessions on such dates, times as may be mutually agreed to, by the parties.
 - 5.3.2 ensure that the sessions are conducted in confidence and in private and also that all parties act in compliance with applicable Rules at all times.
 - 5.3.3. determine the best and the most pragmatic manner of conducting the sessions and for that purpose and where necessary, meet with the parties in joint sessions as well as with each party separately.
- 5.4 The Mediator/s may hold private sessions with any party and shall, not disclose to the other party the information received at such session unless with the specific approval of such party,
- 5.5 The Mediator/s may, at any time, with the concurrence of the parties, obtain the services of experts with regard to any technical aspects of the dispute.
- 5.6 The Mediator/s shall not impose a settlement on the parties or direct any party to accept any solution.
- 5.7 A Mediator may withdraw from a Mediation on any of the following grounds-

- 5.7.1. if in his/her opinion it is unproductive for him/her to continue as a Mediator and it is unlikely that his/her continuance will contribute to achieve the expected result of the Mediation process; or
- 5.7.2 any party continuously acts in breach of the Rules; or
- 5.7.3 any party acts in an unfair, obstructive or dishonest manner; or
- 5.7.4. if, in his/her opinion there is no reasonable prospect of a settlement.

RULE 6: Impartiality of the Mediator and conflict of interest

- 6.1. The Mediator/s shall be impartial and fair to the parties, and be seen to be so.
- 6.2 For the purposes of these Rules, a person is in a conflict of interest situation in respect of a dispute between parties, where-
 - 6.2.1 that person has a direct or indirect financial or personal interest in the outcome of the dispute; or
 - 6.2.2 that person has a financial, business, professional, family, or social relationship to a party to the dispute; or
 - 6.2.3 that person has had such an interest or relationship previously; or
 - 6.2.4 that person is likely to have such an interest or relationship within a period of one (01) year from the conclusion of the mediation.
- 6.3 A person who has an interest or relationship which may amount to a conflict of interest situation shall not be appointed as a Mediator to mediate a dispute, unless each of the parties to the dispute agree to the appointment in writing in the format at **Schedule E hereto**, after full disclosure by such person of the interest or relationship in the format in **Schedule D** hereto. Where the disputing parties have signed an agreement to the appointment of a Mediator, it will be an acceptance by the parties of their confidence that the Mediator has the capacity to, and in fact will, perform the role of the Mediator impartially and without any bias, despite the interest and/or relationship disclosed.
- 6.4 In order to avoid an actual or perceived conflict of interest, a Mediator shall not do any of the following-

- 6.4.1 accept an appointment as a Mediator or continue as a Mediator if he/she is in a conflict of interest situation as set out in these Rules other than in compliance with these Rules;
 - 6.4.2 accept an appointment as a Mediator or continue as a Mediator, if he/she has any undisclosed confidential information about the parties or the dispute under Mediation, derived from sources outside the Mediation process which could affect the requirement of impartiality, other than in compliance with these Rules.
 - 6.4.3 act in any capacity for any of the parties in relation to the dispute in any other forum or in a connected matter while the Mediation is ongoing;
 - 6.4.4 act in any capacity for any of the parties in relation to the dispute or a connected matter for a period of one (01) year after the termination of the Mediation, unless with the written approval of the parties to that dispute.
- 6.5 Where a party to a Mediation becomes aware at any stage of the Mediation process that a Mediator has a conflict of interest, that party shall disclose such fact to the Center and may request a change of the Mediator and the Center shall proceed to have a Mediator appointed in lieu, in compliance with these Rules.
- 6.6 Where, while a Mediation is ongoing, a situation arises that may result in a Mediator being placed in a conflict of interest situation, such Mediator shall immediately bring the matter to the notice of the Center and withdraw from the Mediation, and the Center shall proceed to have a Mediator appointed in lieu, in consultation with the parties, unless the parties request in writing in the format in **Schedule E** hereto, that the Mediator be permitted to continue to function as the Mediator of that dispute until the conclusion of the mediation process.

RULE 7. Confidentiality of the Mediation process

- 7.1 The Mediator/s shall maintain complete confidentiality in respect of all matters including any information and documents coming to his/her knowledge and/or submitted during the Mediation process from any source whatsoever, and shall not be compelled by any party to divulge such matters or disclose any information or

document to any authority whatsoever and shall not give testimony in relation to matters discussed or documents submitted during the Mediation process, in a court of law or Tribunal, unless required to do so by law or disclosure is necessary to implement, or enforce any settlement agreement.

- 7.2 The Mediator/s shall not discuss any aspect of the Mediation with any person who is not a party to the Mediation while the Mediation is ongoing or at any time thereafter.
- 7.3 No opinions expressed by the Mediator/s or a party, options discussed, statements made or interpretations of facts given at the Mediation shall be cited in a court of law, or at any Arbitration or other dispute resolution process, other than with the written approval of the parties.
- 7.4 The parties shall at all times comply with the requirement to maintain confidentiality as set out in Rule 8.6.

RULE 8. Role and the Responsibilities of the Parties

- 8.1 The parties shall comply with the Rules and cooperate with the Mediator to ensure that the process is conducted efficiently and expeditiously in the best interests of reaching an amicable resolution of the dispute.
- 8.2 The parties shall attend the sessions in person. In the case of corporate entities, attendance in person may be by an employee or officer of the entity who has been conferred with full authority to participate in and act for the entity until the conclusion of the process and to sign any Agreements at the conclusion of the process.
- 8.3 The parties shall, at the first session, agree on a period within which the Mediation shall be completed. Such period shall not extend beyond three (03) months. If circumstances necessitate an extension, a period which shall not be longer than a further period of one (01) month shall be agreed upon. However, if the settlement is moving forward the parties may decide to extend the period.
- 8.4 The parties shall disclose facts relevant to the dispute on an appreciation that full and honest disclosure to each other and to the Mediator/s will facilitate an effective resolution of the dispute.

- 8.5 The parties shall not be entitled to legal representation at the sessions: Provided however that a Party may be permitted to have a Lawyer attend any Mediation sessions solely for the purpose of obtaining advice. Representation by an employee, who is a Lawyer, in the permanent full-time employment of a corporate entity shall not be considered as 'legal representation'.
- 8.6 The parties and all persons attending a session shall maintain absolute confidentiality in respect of all matters discussed, view expressed, proposals or offers or suggestions made, rejected or agreed to, by any party or of admissions made by a party, at any time during the sessions, and no party shall reveal such information in litigation, arbitration or other dispute resolution process or through public statements.
- 8.7 The parties shall agree that, to the extent permitted by law, the statute of limitations shall be suspended in relation to the dispute which is the subject of the mediation, from the commencement of the Mediation and ending on the date of its final termination in terms of Rule 9 of these Rules.

RULE 9: Termination of the Mediation

- 9.1 The Mediation process shall stand terminated when –
- 9.1.1 the parties shall have entered into a Settlement Agreement; or
 - 9.1.2 the Mediator/s makes a determination that, considering the progress of the Mediation, further attempts at Mediation are futile and are unlikely to result in a resolution of the dispute; or
 - 9.1.3 a party informs in writing addressed to the Mediator that such Party is withdrawing from the Mediation.
- 9.2 Upon termination of a Mediation, the Mediator/s shall-
- 9.2.1 where there is a settlement, comply with the requirements of Rule 9.3;
 - 9.2.2 where there is no settlement, issue to each of the parties a certificate of non settlement in the format at **Schedule F** stating that Mediation of the dispute was attempted and a resolution of the dispute was not possible and was not reached;

- 9.2.3 in either event, cause the return of all documents and material furnished to the Mediator to the party that provided same and obtain a receipt therefor; and
 - 9.2.4 hand over the receipt so obtained and a copy of the Settlement Agreement or the certificate of non settlement as the case may be, to the Center.
- 9.3 Where the parties agree to a settlement of the dispute, the Mediator/s shall-
- 9.3.1 proceed to have a draft Settlement Agreement formulated based on the format at **Schedule G** with appropriate amendments -
 - a) by the parties, who may be advised to seek legal advice therefor, if they so desire; or
 - b) by the Centre, if the parties so requestand on receipt of a draft Settlement Agreement, explain to the parties the terms and conditions of the settlement and the obligations arising therefrom and obtain their approval for same;
 - 9.3.2 thereafter cause the written Settlement Agreement to be signed by the parties; and
 - 9.3.3. sign the Agreement as Mediator/s of the dispute to certify that the dispute was mediated and settled on the terms and conditions as contained therein ; and
 - 9.3.4 hand over a copy of the Settlement Agreement duly signed, to each of the disputants; and
 - 9.3.5 comply with the obligations under Rule 9.2.3 and 9.2.4 above.

RULE 10. Application to revise or revoke a Settlement Agreement

- 10.1 After a **Settlement Agreement** is entered into, a party to the agreement may, at anytime within a period of thirty (30) days thereafter, make an application to the Center to have the terms of the settlement revised or revoked on the ground that-
- 10.1.1 the terms were agreed to, without a proper appreciation of the obligations arising therefrom; or
 - 10.1.2 circumstances have arisen that prevent the party from honouring the obligations arising from the Settlement Agreement; or
 - 10.1.3 there was bias on the part of the Mediator/s ; or
 - 10.1.4 the mediator acted in breach of the Rules which impacted the settlement, and the settlement would not have been reached if the party had knowledge of the breach.
- 10.2 Where an application is so made, the Center shall appoint the Mediator/s to that dispute or any other Mediator as may be appropriate in the circumstances, in consultation with the parties, to inquire into the issues raised by the party, and proceed to resolve same in compliance with the Rules for the resolution of a dispute.
- 10.3 At the conclusion of the sessions with the parties, the Mediator/s shall terminate the mediation in the manner provided for, in Rule 9.

RULE. 11 Indemnity

The Center, its employees and the Mediators shall not be liable to any person for any act or omission in connection with any Mediation conducted by the ADR Center, unless there is fraud or misconduct.

RULE 12: Interpretation of the Rules

- 12.1 These Rules in so far as they relate to the Mediation process, shall be interpreted by the Mediator/s of the dispute and all other Rules shall be interpreted by the Secretary General of the Center.
- 12.2 Where a Mediator/s has any doubt as to the interpretation of a Rule herein, he/she may submit same for a decision by the Secretary General and the decision of the Secretary General thereon, shall be final.

RULE 13 **Administrative Arrangements**

All facilities for the conduct of a Mediation, shall be provided by the Center which shall also issue instructions and notices in relation to operational matters relating to the conduct of a Mediation.

RULE 14: **Fees Payable**

The Parties to a Mediation shall be required to pay to the Center such fees as are set out in the fee schedule determined by the Center. The Fee schedule shall be made known to the Parties prior to the commencement of the Mediation. Failure to pay the fees as agreed would entitle the ADR Center to terminate the proceedings and recover from the advance payment such amounts as are due and payable, without prejudice to its rights to recover any further sums due and payable.

RULE 15: **Interpretation**

“working days” shall mean business days excluding Sundays and Public Holidays in Sri Lanka.

Schedule A
Request for Mediation
(Application by a Single Party)

To: The Secretary General,
 CCC-ICLP IADR Center.

1. **Name of party requesting Mediation (Party A)**

2. **Agreement of other Party/Parties, to mediate**

- Other disputant has agreed to mediate
- Other disputant has not agreed to mediate and-
 - Centre is requested to contact party and obtain agreement
 - requesting party will obtain agreement of other party

3. **Are the parties bound by a Mediation agreement?**¹ Yes No
 If “yes” please attach a copy of the clause

4. **Details of parties:**

	Party A	Party B	Party C (if relevant)
Individual or Corporate entity or Statutory Body?			
Name in full			
(a) Country of incorporation; or (b) name of statute (if applicable)			
Registered address			
Email address			
Postal address			
Mobile tel no.			

5. **Rules opted for:**

¹ A “mediation agreement” means either a clause in a contract or a separate agreement by which parties agree to refer for settlement by mediation, all or any dispute which may arise between them.

Rules of the IADR Center

Other Rules

Please specify

6. Any other proceeding in relation to the same dispute, pending in another forum ?

In court Arbitration Mediation None

Details of pending matter :

- i. Country :
- ii. Court and Case No./place of arbitration/mediation :
- iii. When instituted:
- iv. Current status :

7. Non refundable advance payment :

Rs.

If by Cheque – No. Bank Date

If by Electronic transfer – Date of transfer

.....
Name and Signature of requesting Party (Party A)

.....

Designation of signatory (if submitted on behalf of an entity)

Date:

Company seal (where relevant)

Request for Mediation
(Joint Application by disputants)

To: The Secretary General,
CCC-ICLP IADR Center.

1. Names of parties requesting Mediation

[A]

[B]

[C]

2. Are the parties bound by a Mediation agreement?² Yes No
If "yes" please attach a copy of the clause

3. Details of parties:

	Party A	Party B	Party C (if relevant)
Individual or Corporate entity or Statutory Body?			
Name in full			
(c) Country of incorporation; or (d) name of statute (if applicable)			
Registered address			
Email address			
Postal address			
Mobile tel no.			

4. Rules opted for:
 Rules of the IADR Center
 Other Rules Please specify

² A "mediation agreement" means either a clause in a contract or a separate agreement by which parties agree to refer for settlement by mediation, all or any dispute which may arise between them.

5. Any other proceeding in relation to the same dispute, pending in another forum ?

In court Arbitration Mediation None

Details of pending matter :

- v. Country :
- vi. Court and Case No./place of arbitration/mediation :
- vii. When instituted:
- viii. Current status :

6. Non refundable advance payment :

Rs.

If by Cheque – No. Bank Date

If by Electronic transfer – Date of transfer

7. Signatories

Name	Designation (if relevant)	Signature

Date:

Company seal (where relevant)

Schedule B
Agreement to Mediate

WHEREAS WE, and are parties to the dispute, a summary of which is set out below.

AND WHEREAS we, the said parties are desirous of having the said dispute resolved by Mediation in terms of the Rules of the CCC-ICLP Mediation Rules at the CCC-ICLP ADR Center

AND WHEREAS the CCC-ICLP ADR Center has agreed to provide the services for Mediation of the said dispute in terms of the Mediation Rules of the CCC-ICLP ADR Center

AND WHEREAS we, the parties are agreeable to pay to the CCC-ICLP ADR Center, the fees in relation to the mediation, as set out in the fee schedule of the ADR Center

WE THEREFORE HEREBY agree to participate in the Mediation and agree to abide by and comply with the Mediation Rules of the CCC-ICLP ADR Center/other Rules (*insert reference to applicable Rules*) and agree that the date of commencement of the Mediation shall be

<p>SUMMARY OF DISPUTE</p>

IN witness whereof, the Parties, acting through their authorised representatives, have placed their hands hereunto and to two (02) others of the same tenor and date on this day of 20...

Names and signatures of the parties to the dispute

Schedule C

Declaration of Impartiality by a person nominated for appointment as a Mediator

WHEREAS I , of (NIC No.) have been nominated to serve as a Mediator in the dispute between and administered by the CCC -ICLP ADR Center

AND WHEREAS I have read and understood the Mediation Rules and the Code of Conduct for Mediators of the CCC -ICLP ADR Center and understand that I will not be eligible to serve as a Mediator if I have any conflict of interest as set out in the said Rules and the Code

I HEREBY DECLARE that-

- a) I have no interest in the matter in dispute; and
- b) I have no financial or other interest in its settlement of the said dispute; and
- c) there is no likelihood that I will derive a personal gain from the result of the dispute; and
- d) I have no relationship to any of the parties in dispute; and
- e) It is not likely, and I do not envisage that I will have an interest or relationship that will amount to a conflict of interest, in the next two (02) years; and
- f) If a conflict of interest situation arises during the pendency of the Mediation, I shall forthwith inform the CCC -ICLP ADR Center and withdraw from the Mediation; and
- f) I agree to accept the role of Mediator and to abide by and comply with the provisions of the Code of Conduct for Mediators of the CCC -ICLP ADR Center, at all times.

Name and signature of Mediator

Date:

Schedule D

Disclosure of interest or relationship by a Nominee for appointment as a Mediator

WHEREAS I, of (NIC No.) have been nominated to serve as a Mediator in the dispute between and administered by the CCC -ICLP ADR Center

AND WHEREAS I have read and understood the Mediation Rules and the Code of Conduct for Mediators of the CCC -ICLP ADR Center and understand that I will not be eligible to serve as a Mediator if I have any conflict of interest as set out in the said Rules and the Code

I HEREBY DECLARE that I have the following interest or relationship that may amount to a conflict of interest-

Name and signature of Nominee

Date:

Schedule E

[To be signed by each of the parties to the mediation]

Approval for the appointment/continuance³ of Mediator after disclosure of interest or relationship

WHEREAS I am a party to a dispute which has been submitted to the ADR Center, for settlement by Mediation

AND WHEREAS *-insert name of nominated Mediator-* has been nominated/is the/a Mediator to mediate the said dispute

AND WHEREAS *-insert name of nominated Mediator-* has made the following disclosure with regard to an interest/relationship that he/she has with me/the company I represent/ *-insert name of other party-* who is a party to the dispute⁴.

-set out disclosed interest or relationship-

AND WHEREAS I am satisfied and confident that the disclosed interest/relationship does not detract from the ability of *-insert name of nominated Mediator-* to be impartial during the entirety of the mediation process and to treat all parties to the dispute fairly and equally and accordingly I have full and complete confidence that the said *-insert name of nominated Mediator-* will uphold the integrity of the mediation process

I THEREFORE HEREBY grant approval for the appointment/continuance⁵ of *-insert name of nominated Mediator-* as a Mediator in respect of the said dispute.

³ Strike off whichever is inapplicable.

⁴ Strike off whichever is inapplicable.

⁵ Strike off whichever is inapplicable.

Schedule F

Certificate of Non-Settlement

(Issued in terms of the Rules of the CCC-ICLP International ADR Centre)

The undersigned who functioned as the mediator/s of the dispute , a brief summary of which is set out below, hereby certify that the resolution of the said dispute by mediation was attempted but that the mediation was terminated on *insert date of termination-* without a settlement agreement.

Names of disputing parties :

Brief description of the dispute :

Date of the Agreement to mediate:

Dates on which sessions were held :

Name/s and signature/s of Mediator/s –

- 1.
- 2.
- 3.

Date :

Schedule G

Format for Mediated Settlement Agreement.

AGREEMENT

THIS AGREEMENT is entered into on this (*insert date*)... day of (*insert month and year*) .. (202-) between

..... *insert name of Party A, and details*

And

..... *Insert name of Party B and details.*

WHEREAS the parties were engaged in the the dispute described below, and submitted same for settlement by mediation to the CCC-ICLP ADR Centre

AND WHEREAS the dispute was the subject of a mediation administered by the CCC-ICLP ADR Centre in terms of an Agreement to Mediate signed by the Parties dated *enter date*....

AND WHEREAS the parties have, on *insert date*..... reached a settlement of the matters in dispute and desire to enter into this Agreement to lay down the terms of the settlement so agreed to

WHEREFORE the parties agree as follows

THE DISPUTE

[Describe the dispute briefly]

TERMS OF SETTLEMENT-

1. PARTY A hereby accepts to do the following –
2. Party B hereby accepts to do the following-
3. All Parties agree that -
 - a) The obligations assumed under this Agreement and their import are fully understood and the parties are able and willing to honour same as herein set out;
 - b) The terms and obligations herein agreed to, supersede all terms and obligations in respect of the matters that were in dispute;
 - c) The obligations undertaken with regard to maintaining confidentiality of matters discussed and disclosed during the mediation, will be honoured;
 - d) In the event that any dispute arises out of this Agreement, the parties shall refer the dispute so arising, to the CCC-ICLP ADR Centre to attempt settlement by mediation;
 - e) This Agreement shall be governed by and be construed in compliance with the laws of the Democratic Socialist Republic of Sri Lanka. (*Amend as required*)

IN WITNESS WHEREOF the Parties have placed their hands/caused their authorised signatories to place their hands, hereunto and to one other of the same tenor and date as this Agreement at Colombo on the date month and year mentioned at the beginning hereof.

Witnesses to the signature of)
.....)

1.

Witnesses

- 1.
- 2.

Witnesses to the signature of)
.....)

- 1.
2.

ENDORSEMENT OF THE MEDIATOR

(To be amended as appropriate, if there's more than one Mediator)

I, the undersigned, functioned as the Mediator appointed by the CCC-ICLP International ADR Centre in the dispute (described below) between and which was mediated commencing *(insert commencement date)*..... and certify that the parties entered into the above Settlement Agreement on ...*(insert date of signing of Settlement Agreement)*.....

Description of dispute

Name of Mediator :

NIC/Passport No. :

Date :

