

# **I A M A C M E D I A T I O N R U L E S 2 0 2 5**

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## **1. APPLICATION OF RULES**

1.1 These Mediation Rules (the “Rules”) shall apply to all mediations administered by the International Agro Arbitration Centre (“IAAC”).

1.2 The parties may at any time agree to modify the provisions of the Rules, subject to the agreement of the mediator and IAAC.

## **2. COMMENCEMENT OF MEDIATION**

2.1 Any party or parties wishing to commence mediation under the Rules shall submit a written request for mediation together with the applicable filing fee.

2.2 Copy of the Request should be sent to all other parties to the mediation

### **3. AGREEMENT TO MEDIATE**

- 3.1 If the Request is made pursuant to an agreement to mediate, evidence of such an agreement shall be attached to the Request.
- 3.2 The IAAC will acknowledge receipt of the Request and the filing fee in writing. The date on which IAAC acknowledges such receipt shall be deemed to be the date of the filing of the Request and the date of commencement of mediation.
- 3.3 If the Request is not made pursuant to an agreement to mediate, the IAAC will promptly contact the parties regarding the proposal for mediation, and may assist the parties in considering the proposal.
- 3.4 Where all the parties agree to refer their dispute for mediation under the Rules, the mediation shall be deemed to commence on the date on which IAAC sends written confirmation to the parties that an agreement to mediate has been reached.
- 3.5 In the event of any doubt as to the existence of an agreement to mediate, IAAC may request further information from the parties or take such other steps as may be appropriate.

### **4. APPOINTMENT OF MEDIATOR**

- 4.1 The parties may jointly nominate a mediator to conduct the mediation for confirmation by IAAC and may do so from IAAC's Panel of Mediators published online.
- 4.2 Where the parties are unable to agree on a mediator to be nominated within 10 days from the date of commencement of the mediation, IAAC shall appoint a mediator.
- 4.3 In confirming or appointing a mediator, IAAC shall consider the prospective mediator's attributes, including but not limited to nationality, language, skills, qualifications, areas of expertise, experience, and the prospective mediator's availability.
- 4.4 The parties may nominate more than one mediator or request IAAC to appoint more than one mediator, in accordance with the

provisions of the Rules. Where appropriate, IAAC may propose to the parties that there be more than one mediator. References to “mediator” under these Rules will then be deemed as reference to “mediators”.

- 4.5 Before confirmation or appointment, a prospective mediator shall 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 and independence.
- 4.6 Any party may object to the appointment of the mediator on the basis of any disclosed actual or potential conflict, or choose to waive the conflict.
- 4.7 If any party has valid objections to the appointment of the mediator, the party shall notify IAAC and all the other parties in writing as soon as possible and IAAC may within 10 days of receipt of notification of the objections, appoint another mediator.
- 4.8 IAAC may replace the mediator in the course of the mediation if a conflict arises or in exceptional circumstances raised by the mediator or any of the parties.

## **5. FEES AND COSTS**

- 5.1 The party or parties filing a Request shall pay IAAC a non-refundable filing fee.
- 5.2 Following commencement of the mediation, IAAC shall request all parties to pay one or more deposits to cover IAAC’s administrative fees, the mediator’s fees, and other expenses of IAAC and the mediator.
- 5.3 IAAC may stay or terminate the mediation if any requested deposit is not paid.
- 5.4 Upon termination of the mediation, IAAC shall fix the total costs of the mediation and reimburse the parties for any excess

payment or bill the parties for any balance required pursuant to the Rules.

- 5.5 All deposits requested and costs fixed by IAAC shall be borne equally by the parties, except where they have agreed otherwise in writing.
- 5.6 Any party is free to pay the unpaid balance of any deposits and costs should another party fail to pay its share.
- 5.7 Any other expenditure incurred by the respective parties shall remain the responsibility of that party, unless otherwise agreed by the parties.

## **6. CONDUCT OF MEDIATION**

- 6.1 IAAC will, in consultation with the parties, determine the location of the mediation and may engage in the following in order to facilitate the achievement of full settlement at mediation:
  - a. Assisting parties with entering into a mediation agreement;
  - b. Arranging a suitable venue and date for mediation;
  - c. Organising the exchange of any pertinent information and documents;
  - d. Providing administrative and logistical support; and
  - e. Providing case-management services.
- 6.2 The parties may, by agreement, determine the language(s) in which the mediation is to be conducted and shall inform IAAC of their agreement within such time as IAAC may specify. Absent any agreement between the parties, IAAC will determine the language(s) of the mediation in consultation with the mediator.
- 6.3 The parties shall inform IAAC of the names of their representatives and advisors attending the mediation within such time as IAAC may specify.
- 6.4 At least 10 days, or such other time as the mediator may specify, before the scheduled mediation, the parties shall submit

to IAAC and exchange statements of their cases and any relevant documents.

- 6.5 Where appropriate, IAAC may arrange for a pre-mediation conference to discuss the manner and procedure for the conduct of the mediation, including setting relevant timelines. For the avoidance of doubt, the pre-mediation conference may take place in person, by teleconference, or other electronic means.
- 6.6 In determining the manner and procedure for the conduct of the mediation, the mediator shall give due respect to the wishes of the parties and be fair and impartial.
- 6.7 The mediator may communicate with the parties orally, in writing, in person, electronically, or otherwise, and may do so jointly or separately, before and during the scheduled mediation, and, in the event that there is no full settlement during the scheduled mediation, for a period of time after the scheduled mediation in order to facilitate the achievement of a full settlement.
- 6.8 The mediator may obtain expert advice or assistance in technical matters with the parties' consent and the parties shall bear any expenses incurred in this regard.
- 6.9 All parties shall act in good faith to prepare for the mediation and in the course of participating in the mediation.

## **7. TERMINATION OF MEDIATION**

7.1 The mediation commenced pursuant to the Rules shall terminate upon:

- a. the signing by the parties of a written settlement agreement; or
- b. the issuance of written confirmation of termination by IAAC after the occurrence of the earliest of:
  - i. any party giving written notice of withdrawal to IAAC, the

- mediator and the other parties;
- ii. the mediator giving written notice to IAAC and the parties that the mediation should be terminated;
  - iii. IAAC giving written notice to the parties that any time limit set for the mediation, including any extension thereof, has expired; or
  - iv. IAAC giving written notice to the parties that any payment by one or more parties pursuant to the Rules has not been made for more than 14 days after the due date for payment.

## **8. SETTLEMENT AGREEMENT**

- 8.1 Any settlement agreement reached in the course of mediation shall be in writing and signed by or on behalf of the parties.
- 8.2 For the avoidance of doubt, a settlement agreement may take the form of an electronic record, and be signed by electronic signature.
- 8.3 Where any settlement agreement has been reached, the mediator shall promptly notify IAAC of the same, and provide IAAC with a copy of such agreement.
- 8.4 A settlement agreement may be recorded.

## **9. CONFIDENTIALITY**

- 9.1 Subject to any agreement between the parties and any applicable law:
- a. The mediation shall be private and confidential; and
  - b. Any settlement agreement between the parties shall not be disclosed save where it is necessary for purposes of its implementation or enforcement.
- 9.2 No communications made in the mediation, including any information disclosed and views expressed in relation to any proposal for settlement, shall be used in any judicial,

arbitration, or similar proceedings, unless required by applicable law.

- 9.3 The mediator shall not give testimony in any judicial, arbitration or similar proceedings concerning any aspect of the mediation under the Rules, unless required by applicable law or unless all of the parties and the mediator agree otherwise in writing.
- 9.4 No persons other than the parties, their representatives, their advisors, and the mediator may attend the mediation, save with the permission of the parties and the mediator.
- 9.5 There shall be no transcript or formal record of the mediation, save for that which may be necessary to record any settlement agreement.

## **10. GENERAL PROVISIONS**

- 10.1 The mediator, IAAC and its employees shall not be liable to any person for any act or omission in connection with the mediation, unless there is fraudulent or willful misconduct.