

# DMCC Disputes Centre Mediation Rules

## 1. ARTICLE 1: INTRODUCTORY PROVISIONS AND DEFINITIONS.

1.1. These DMCC Disputes Centre Mediation Rules (the **Rules**) shall apply to all mediations administered by the DMCC Disputes Centre.

1.2. In these Rules the following words, phrases and expressions shall have the following meaning:

**Additional Mediator Time** means any time spent by the Mediator in excess of the time allocated for the Mediation depending on the type of mediation, as more particularly described in Schedule 1 to these Rules.

**AED** means UAE Dirhams, being the lawful currency of the UAE.

**Business Day** means any day that is not a Friday, Saturday or a declared public holiday in the Emirate of Dubai.

**DMCC** means the Dubai Multi Commodities Centre.

**DMCC Disputes Centre** means the DMCC Disputes Centre as operated and administered by DMCC.

**Filing Fee** means the initial non-refundable fee payable to the DMCC Disputes Centre by the Requesting Party upon filing a Request (as defined in Article 2), as more particularly described in Schedule 1 to these Rules.

**Mediation** means any mediation conducted under the auspices of the DMCC Disputes Centre.

**Mediation Fee** means the fee payable to the DMCC Disputes Centre in order for a Silver, Gold or Platinum Mediation to proceed. The Mediation Fee includes the Mediator's Fee, registration and administrative fees as more particularly described in Schedule 1.

**Mediation Meeting** means a meeting between the Parties which takes place for the purpose of resolving a dispute which is the subject of a Mediation.

**Mediator** means any person who is appointed and acts as a mediator in any Mediation.

**Mediator's Fee** is the fee payable to the Mediator appointed by the DMCC Disputes Centre. The collection and payment of the Mediator's Fee is administered by the DMCC Disputes Centre.

**No Objection Certificate Charges** means the fees payable for a No Objection Certificate, as more particularly described in Schedule 2 to these Rules.

**Parties** means the Requesting Party and any counterparty to the dispute.

**Party** means either the Requesting Party or counterparty to the dispute.

**Requesting Party** means the Party who makes the first Request in respect of the dispute between the Parties.

**Silver, Gold, or Platinum Mediation** means any commercial mediation, including any DMCC Food Trade Group Mediation.

**Workplace Mediation** means a Mediation in relation to a workplace dispute between a DMCC member company and a DMCC member company employee or former employee.

The DMCC Disputes Centre reserves the right to amend the Rules (which include Schedules 1 and 2 of the Rules) at its sole discretion at any time.

## 2. ARTICLE 2: COMMENCEMENT OF THE MEDIATION

2.1. Any Party who wishes to commence a Mediation under these Rules shall submit a written request for mediation in the form prescribed by the DMCC Disputes Centre from time to time (the **Request**), together with the non-refundable Filing Fee, without which the Request shall not be registered and the Mediation shall not proceed.

2.2. The Request shall be set out the nature of the disputes, the value of the claims(s) and the contact details of the Parties to the Mediation.

2.3. The DMCC Disputes Centre shall take all reasonable steps to contact the counterparty to the Request. In order to proceed the Mediation, the DMCC Disputes Centre shall send a written request and a follow up email (if needed) to the parties asking them to confirm whether the dispute has been resolved.

If the DMCC Disputes Centre receives no response from the parties within five (5) Business Days of the follow up email or the parties confirm that the dispute has been resolved no further action will be taken by the DMCC Disputes Centre and the case will be closed. If the dispute has not been resolved, the Mediation shall commence.

2.4. As the Mediation is a voluntary process, the DMCC Disputes Centre makes no assurances, representations or guarantees to the Requesting Party that the counterparty to the Request shall agree to participate in the Mediation.

2.5. Once the request for mediation is submitted to the DMCC Disputes Centre by the Requesting Party and the counterparty accepts to participate in the Mediation proceedings pursuant to the DMCC Disputes Centre Mediation Rules, it is implied that the Parties are at least committed to participate in an initial meeting or a discussion with the Mediator where the Parties can discuss specificities of conducting proceedings; the structure of a Mediation and what type of results can be achieved.

## 3. ARTICLE 3: APPOINTMENT OF THE MEDIATOR

3.1. The DMCC Disputes Centre shall appoint the Mediator unless otherwise agreed in writing between the Parties and the DMCC Disputes Centre. Additional fees will apply if the Parties elect to appoint their own Mediator.

3.2. The DMCC Disputes Centre shall appoint a person who, in the DMCC Disputes Centre's sole discretion, will be best placed to serve as the Mediator.

3.3. A person selected as a Mediator will disclose to the DMCC Disputes Centre any circumstances which may create an impression of bias in favour of one Party over another Party. Upon receipt of such disclosure, the DMCC Disputes Centre will appoint another person as the Mediator.

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## 4. ARTICLE 4: ADMINISTRATION OF THE MEDIATION

- 4.1. The DMCC Disputes Centre shall make the necessary arrangements for the Mediation, including:
- 4.2. appointing the Mediator;
- 4.3. organising a venue and assigning a date for the Mediation; and
- 4.4. providing general administrative support.

## 5. ARTICLE 5: POSITION STATEMENTS BY THE PARTIES

- 5.1. In addition to the Request made by the Requesting Party, the Parties shall submit to the Mediator and the DMCC Disputes Centre no later than five (5) Business Days before the first scheduled Mediation Meeting, a brief written statement summarising their case, the background to the dispute, and the issues to be resolved (the Position Statement). The **Position Statement** should be accompanied by copies of any documents to which it refers.

- 5.2. Each Party shall, at the same time, submit a copy of the Position

Statement and any supporting documents to the other Party or Parties.

This Article 5 is not mandatory for Workplace Mediations conducted under these Rules, but this does not preclude the Parties to a Workplace Mediation providing Position Statements in accordance with this Article should they wish to do so.

## 6. ARTICLE 6: ROLE OF THE MEDIATOR

- 6.1. The Mediator shall promote the settlement of the issues in dispute between the Parties with reasonable care and skill and in a manner, which is consistent with mediation best practice.

- 6.2. The Mediator shall have no authority to give advice to, or impose a settlement upon, the Parties.

- 6.3. The Mediator shall abide by the DMCC Disputes Centre Code of Conduct for Mediators at all times.

- 6.4. Subject to the terms of this Article 6, the Mediator shall conduct

the Mediation in the manner he or she sees fit, bearing in mind at all times the circumstances of the case and the wishes of the Parties.

## 7. ARTICLE 7: CONDUCT OF THE MEDIATION

- 7.1. Each Party shall notify the other Party, the Mediator, and the DMCC Disputes Centre of the number and identity of those persons who will attend any Mediation.

Meeting. Such notification must take place within the timeframe communicated by the DMCC Disputes Centre to the Parties.

- 7.2. Nothing which is communicated to the Mediator in private during the course of the Mediation shall be disclosed to the other Party or Parties without the express consent of the Party making the communication.

- 7.3. All Parties shall act in good faith during the course of the Mediation.

- 7.4. Unless otherwise agreed by the Parties, the Mediator will decide the language(s) in which the Mediation will be conducted.

## 8. ARTICLE 8: CONFLICTS OF INTEREST

- 8.1. The Mediator will disclose to the Parties and the DMCC Disputes Centre any matter of which the Mediator is or at any time becomes aware which could be regarded as being or creating a conflict of interest (whether apparent, potential or real) in relation to the dispute or any of the Parties involved in the Mediation. In these circumstances the Mediator:

- 8.1.1. may continue to act provided the Parties and the DMCC Disputes Centre provide consent to the same; or

- 8.1.2. cease to act at the request of either the DMCC Disputes Centre or one or both of the Parties. In this situation the DMCC Disputes Centre will appoint a new mediator (**New Mediator**) and the original mediator (**Original Mediator**) will forfeit the entirety of the Mediator's Fee to which he or she may otherwise have been entitled (regardless of how much time has already been incurred by the Original Mediator in respect of the Mediation).

## 9. ARTICLE 9: TERMINATION OF THE MEDIATION

- 9.1. A Mediation commenced pursuant to these Rules shall terminate when either:

- 9.1.1. a settlement is reached; or

- 9.1.2. a Party advises the Mediator that it is their view that a settlement cannot be reached and that it is their wish to bring the Mediation to an end.

## 10. ARTICLE 10: SETTLEMENT AGREEMENT

- 10.1. If terms are agreed in settlement of the dispute, the Parties shall be responsible for drawing up and signing a settlement agreement, setting out such terms.

- 10.2. Neither the DMCC Disputes Centre nor the Mediator shall be responsible for the drafting, reviewing, or enforcing the terms of any settlement agreement.

## 11. ARTICLE 11: FEES AND COSTS

- 11.1. The Requesting Party shall pay the DMCC Disputes Centre a non-refundable Filing Fee (without which the Request shall not be registered) as set out in Schedule 1 to these Rules.

- 11.2. Following registration of the Request and the payment of the Filing Fee, the DMCC Disputes Centre shall then

request the Parties to pay the Mediation Fee in order for the Mediation to proceed. The Mediation Fee shall be paid by the Parties in equal shares or in such other proportions as they have agreed in writing. Schedule 1 sets out further details of the Mediation Fee payable.

- 11.3. A Mediator shall not be appointed, and the Mediation shall not proceed unless and until the Mediation Fee has been paid in full. If the Mediation does not proceed after the

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Mediation Fee has been paid, the Mediation Fee will be refunded to the Parties.

11.4. There are no Mediation Fees payable in respect of Workplace Mediations.

11.5. If it transpires during the course of Mediation that a Silver, Gold or Platinum Mediation is not correctly categorised (for example, because the value of the claim is considerably lower than as stated in the Request), the DMCC Disputes Centre reserves the right to re-categorise the claim.

11.6. If a Mediation is re-categorised as a higher tier (for example, from Silver to Gold), the Parties may only continue with the Mediation if any difference in the Mediation Fee required between the former tier and new tier is paid by the Parties to the DMCC Disputes Centre. If the Parties choose to withdraw from the Mediation due to such re-categorisation, the Mediation Fee will only be refunded to the Parties if no Mediation Meeting has taken place.

11.7. If the Mediation is re-categorised as a lower tier (for example, from Platinum to Gold) and the Parties elect to continue with the Mediation, the DMCC Disputes Centre will not refund the Mediation Fee to the Parties. Alternatively the Parties may withdraw from the Mediation entirely.

11.8. If the Parties choose to withdraw from the Mediation due to such re-categorisation, the Mediation Fee will only be refunded to the Parties if no Mediation Meeting has taken place.

11.9. If a Mediation is re-categorised and additional fees are payable, the Mediator also has the right to postpone the Mediation Meeting until any difference in the Mediation Fee required has been paid in full.

11.10. All other costs incurred by the Parties, including legal fees, will not form part of the Filing Fee or the Mediation Fee for the purposes of these Rules.

11.11. The Parties are solely responsible for any Additional Mediator Time in equal shares unless otherwise agreed between the Parties in writing. The Mediator shall invoice the Parties via the DMCC Disputes Centre setting out the Additional Mediator Time incurred. The Parties are responsible for payment of the Additional Mediator Time within the timescales set out in the

Mediator's invoice. The DMCC Disputes Centre accepts no liability for payment of any Additional Mediator Time to the Mediator.

## 12. ARTICLE 12: PRIVACY

12.1. All Mediations shall be conducted in private, and shall be attended only by the Mediator, the Parties and any other individual(s) identified pursuant to Article 7 of these Rules.

12.2. No recording of any kind shall be made of any meetings of the Parties with the Mediator.

## 13. ARTICLE 13: CONFIDENTIALITY

13.1. Each of the Parties, and any person acting on behalf of a Party:

13.1.1. shall, unless otherwise agreed in writing by the Parties, keep confidential all information arising out of or in connection with the Mediation, including the terms of any settlement, but excluding the fact that the Mediation has or will take place; and

13.1.2. acknowledges that all information passing between the Parties, the Mediator, and the DMCC Disputes Centre, however communicated, is confidential and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process.

13.2. Where a Party discloses to the Mediator or the DMCC Disputes Centre any information at any stage of the Mediation, the Parties acknowledge and agree that neither the Mediator nor the DMCC Disputes Centre will disclose that information to any other party or person without the consent of the Party disclosing it.

13.3. Article 13.1 and Article 13.2 do not apply where disclosure is required:

13.3.1. by any order or direction of any court of competent jurisdiction or any competent judicial, governmental, regulatory or supervisory body;

13.3.2. in order to implement or to enforce the terms of any settlement reached between the Parties;

13.3.3. to notify a Party's insurers, insurance brokers, accountants, or legal representatives;

13.3.4. where the DMCC Disputes Centre or the Mediator reasonably considers that there is a serious risk of significant harm to the life or safety of any person if the information in question is not disclosed; or

13.3.5. by applicable laws or regulations.

## 14. ARTICLE 14: COURT OR ARBITRAL PROCEEDINGS

14.1. Unless the Parties have agreed otherwise, and notwithstanding the Mediation, the Parties may initiate or continue any court or arbitral proceedings in respect of the dispute which is the subject of the Mediation.

## 15. ARTICLE 15: LIMITATION OF LIABILITY

15.1. The Parties agree that the Mediator and the DMCC Disputes Centre shall not be liable to the Parties, either jointly or severally, for any act or omission in relation to the Mediation unless the act or omission is proved to have been fraudulent or involved wilful misconduct.

## 16. ARTICLE 16: BREACH OF THESE RULES

16.1. The DMCC Disputes Centre reserves the right in its sole discretion to end a Mediation in respect of which any Party or Mediator is found to be in breach of these Rules or the DMCC Disputes Centre Code of Conduct for Mediators.

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## SCHEDULE 1

### TYPES OF MEDIATION

Type of Mediation	Value of claim (s)	What is included?
<b>Workplace Mediation</b>	All values of claims	<ul style="list-style-type: none"> <li>• 1 hour of Mediation</li> <li>• Registration and administrative fees, 2 rooms for 1 hour, Mediator's Fee.</li> </ul>
<b>Silver Mediation</b>	Claims up to AED 50,000	<ul style="list-style-type: none"> <li>• 4 hours of Mediation</li> <li>• Registration and administrative fees, 3 rooms for 4 hours, Mediator's Fee.</li> </ul>
<b>Gold Mediation</b>	Claims from AED 50,001 to AED 1,000,000	<ul style="list-style-type: none"> <li>• 10 hours total Mediator time: 8 hours of Mediation, 2 hours of Mediator preparation</li> <li>• Registration and administrative fees, 3 rooms for 8 hours, Mediator's Fee.</li> </ul>
<b>Platinum Mediation</b>	Claims AED 1,000,001 and above	<ul style="list-style-type: none"> <li>• 12 hours total Mediator time: 9 hours of Mediation, 3 hours of Mediator preparation</li> <li>• Registration and administrative fees, 3 rooms for 9 hours, Mediator's Fee.</li> </ul>

### FEES AND NO OBJECTION CERTIFICATE CHARGES\*

Type of Mediation	Value of claim (AED)	Filing Fee (AED)	Mediation Fee (AED)	Additional Mediator Time (per hour) (AED)	No Objection Certificate Charges (AED)
<b>Workplace Mediation</b>	All values of claim	205*	Not applicable	Not applicable	205* (for the first NOC) 420 (for any further NOC)
<b>Silver Mediation</b>	Up to and including 50,000	500	1520	200	Not applicable
<b>Gold Mediation</b>	Above 50,000 up to and including 100,000	500	9,720	750	Not applicable
	Above 100,000 up to and including 250,000	500	10,820	850	Not applicable
	Above 250,000 up to and including 500,000	500	11,920	950	Not applicable
	Above 500,000 up to and including 1,000,000	500	12,520	1,000	Not applicable
<b>Platinum Mediation</b>	Above 1,000,000 up to and including 2,500,000	500	21,020	1,500	Not applicable
	Above 2,500,000 up to and including 5,000,000	500	24,520	1,750	Not applicable
	Above 5,000,000 up to and including 10,000,000	500	28,020	2,000	Not applicable
	Above 10,000,000	500	34,520	2,500	Not applicable

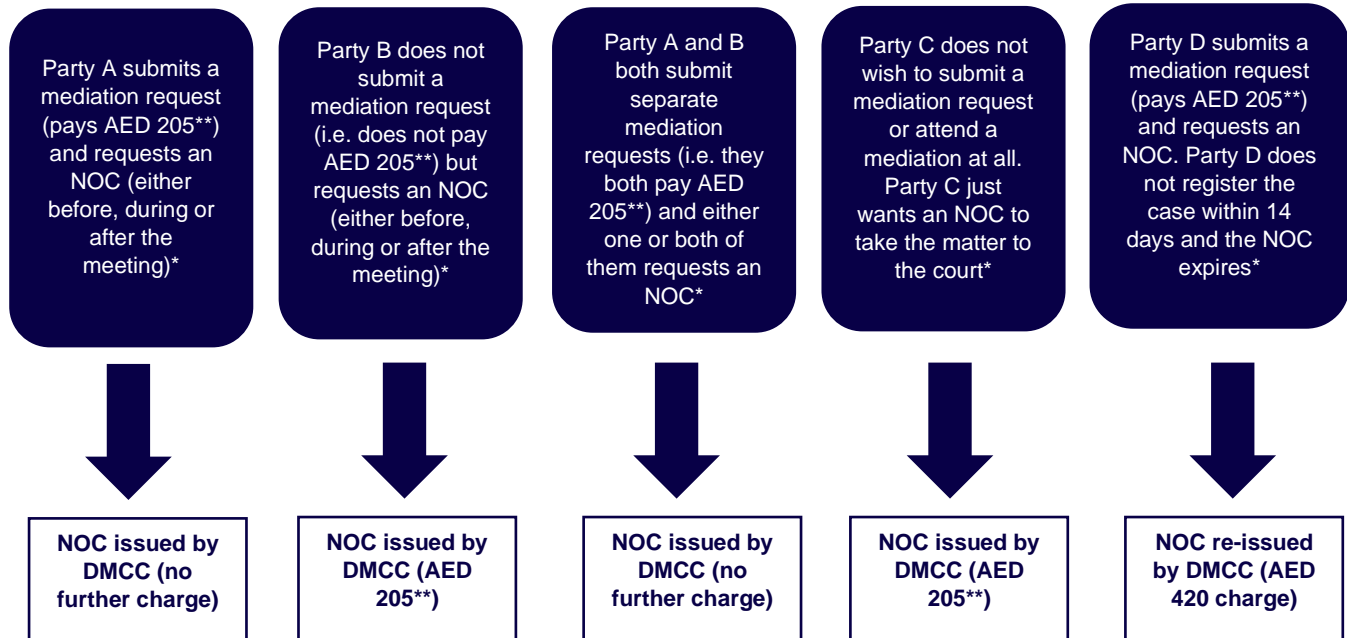
\*AED 205 is excluding VAT plus Knowledge and Innovation fees.

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## SCHEDULE 2

### WORKPLACE MEDIATION – NO OBJECTION CERTIFICATE CHARGES

No Objection Certificate Charges are payable as follows:



\*An NOC will be issued by DMCC at the request of a party at any time after the expiry of the 3 working days the parties are given to try to amicably resolve the dispute.

\*\*AED 205 is excluding VAT plus Knowledge and Innovation fees.