

## **SUPPLEMENTAL PROCEDURAL RULES**

### **FOR**

### **MEDIATION**

A. Where the parties to a commercial dispute have agreed to utilize the Mediation procedure of GlobalMedArb (GMA), the Mediation Rules of the United Nations Commission On International Trade Law (UNCITRAL), as modified by the Supplemental Rules of Mediation of GMA, shall control the proceeding.

B. Upon notification by any party to a commercial agreement providing for Mediation of a contractual dispute thereunder together with submission of the requisite filing fee, a Case Officer subject to replacement for any reason at the request of any party to the proceeding shall be appointed to assist the participants in the matter, unless serving as such as a result of a previous Early Neutral Evaluation proceeding involving that dispute.

C. Relative to Article 2 or the UNCITRAL Mediation Rules, the Case Officer will notify the Adverse Party or Parties to the commercial agreement of the initiation of the Mediation procedure under the commercial agreement together with a request for a response. Upon notification by at least one other party of its intent to participate in the Mediation proceeding together with submission of the requisite filing fee, the Case Officer will appoint a Mediator or Mediators (depending upon the terms of the contract) with expertise in the area of Alternative Dispute Resolution and send an abbreviated résumé of the latter to the participants. At the same time the Case Officer shall send copies of the UNCITRAL Mediation Rules and GMA Supplemental Mediation Rules to the participants and the Mediator(s).

D. No party to the commercial agreement, whether or not participating in the Mediation proceeding, shall initiate any action in litigation or Arbitration, as relative to the subject dispute, within a period of thirty (30) days from the date of the initial Mediation conference call.

E. The Case Officer shall be responsible for establishing a closed circuit private telephonic communications system between the participants and the Mediator(s) or any Internet communications system requested by mutual consent of the parties. Upon the request of any participant and at their sole expense, a Technical Officer will be appointed by the Case Officer to assist it in the use of any necessary technology. In the event that the parties speak different first languages, the Mediator(s) may appoint a simultaneous translator at an increase in administrative fees unless the participants mutually object.

F. Whenever the words “written” or “in writing” are used in regard to contacting the Mediator(s) or the Case Officer relative to the submission of documents over the Internet

or through the mails, such submission shall be maintained in the strictest privacy. Whenever the word “oral” is used relative to private conversations with the Mediator(s), it shall mean using the confidential closed circuit private telephonic or other Internet communications system in place.

G. The parties waive all right to original documents or written signatures except in the event of a final settlement agreement, unless determined otherwise by the Mediator(s).

H. Relative to Article 17 of the UNCITRAL Mediation Rules, the fee of the Mediator(s) together with all other expenses including the services of the Case Officer, translator (if any) and Technical Officer and costs of communication, shall be determined by the published fee schedule for Mediation on the GMA web page.

I. Relative to Article 18 of the UNCITRAL Mediation Rules, all requests for deposits shall be by the Case Officer with payments sent to GMA’s designated accounting address; any return of unexpended balances shall be made by the Case Officer to the party to whom it is due.

J. The Mediator(s) and Case Officer agree to retain in the strictest confidence any information obtained as part of the Mediation proceeding. Neither the Mediator(s) or Case Officer may testify in any subsequent legal or other proceeding involving the subject matter of the Mediation except upon mutual consent of all of the participants or by judicial order.

K. Any Mediator may be removed at any time upon request, without cause, by any of the participants.

L. If the subject dispute is not settled to the mutual satisfaction of all of the parties within thirty (30) days of the date of the initial Mediation conference call the proceeding will automatically terminate except upon request for extension by all of the participants.

M. The Mediator(s) may not utilize any form of recording device or transcript of the proceeding but may take notes.