

Rules for the Conduct of Commercial Mediations

Definitions

1. In these rules, unless the context otherwise requires,
 - a. "The centre" means the Karachi Centre for Dispute Resolution;
 - b. "Mediation" means the use of a neutral third party to help the parties to resolve a dispute;
 - c. "Mediation Agreement" means a written agreement between the parties, mediator(s), and the centre;
 - d. "Mediator" means the neutral person or persons, engaged to help the parties to resolve a dispute, this will also include an assistant mediator;
 - e. "Rules" means these Rules of the Karachi Centre for Dispute Resolution;
 - f. "Settlement Agreement" means a written agreement executed by the parties, which resolves the dispute between them.

Rules

1. The Rules set forth herein shall be binding upon the parties to a dispute submitted to mediation before the Karachi Centre for Dispute Resolution (hereinafter "The Center"), except as the parties may otherwise agree.
2. These Rules may be modified from time to time without notice by The Center; however the Rules in effect as of the date of commencement of mediation shall remain in effect as to that mediation, unless the parties agree to adopt the modified Rules.

Initiating Mediation

1. A court established by law in Pakistan or any party in a dispute may refer a case for mediation to The Centre. The staff of the Centre will, thereupon, contact all relevant parties and seek their agreement to mediate, unless the parties have already agreed to mediate and have given that consent before a court of law.
2. At least seven days prior to the mediation session, a party requesting mediation shall deliver to the Centre and the appointed Mediator a memorandum setting forth a statement of facts and the issues to be resolved through mediation. In case of a court referring a case for mediation the parties will supply to the Centre copies of the claim and the written statement, as the case may be, and other documents that may be deemed relevant by respective parties for resolving the case through mediation.
3. Parties requesting a mediation meeting will execute a mediation agreement, as prescribed by the Centre, and pay a fee as prescribed.
4. The Centre shall endeavour to administer and schedule the mediation session as swiftly as practicable, and the parties agree to exercise good faith in cooperating with and responding to requests from the centre staff.

Appointment of Mediator

1. The Center shall appoint a mediator to mediate the dispute. Should that mediator not be acceptable to the parties or should that mediator have a conflict of interest or resign, another mediator shall be appointed by the Center, until an acceptable mediator is identified.
2. Should the parties themselves propose a mediator, that mediator shall be appointed so long as he or she is a registered accredited mediator with the Centre.
3. The Centre may appoint an assistant mediator to support the lead mediator.

4. Prior to accepting an appointment, a Mediator shall disclose any personal interest in the dispute, any circumstances likely to give rise to a presumption of bias.

Mediation Agreement

1. The Mediator shall prepare and execute together with the parties a Mediation Agreement, as prescribed by the Centre, setting out the terms and conditions under which the mediation shall take place.

CONDUCT OF THE MEDIATION

Time and Place

1. The Centre shall, following consultation with the parties and the mediator, fix the date and time of each mediation meeting.
2. Mediation will normally take place at the premises of the Centre.
3. Off site mediations could be arranged by the Centre provided that the party, or parties, making such a request will pay, in advance to the Centre, all the costs related to the venue and other ancillary arrangements.

Authority of the Mediator

1. The mediator shall have full authority to conduct the mediation meetings as he or she sees fit, to request such documents as he or she believes are necessary in assisting the parties in resolving their dispute, in seeking the assistance of experts, at the parties' joint expense, and in terminating the mediation if he or she believes that any further efforts would be without a reasonable likelihood of success.
2. The Mediator will attempt to help the parties to reach a mutually agreed resolution of their dispute but has no authority to impose a settlement on the parties.

3. The Mediator is authorized to conduct joint and separate meetings with the parties.
4. The entire process shall be confidential in all respects except where exceptions apply.
5. The Mediator may consult experts or consultants if the parties so desire, provided that the fee and other related expenses of such experts or consultants are borne by the parties unless otherwise agreed.

Representation

1. A party may be represented by a lawyer or agent provided the name and address of any and all such representatives is communicated, in writing, to the Centre and the Mediator at least three days prior to the first meeting such representative will attend unless otherwise agreed.
2. At least one person from each party must have the authority to settle the dispute.

Confidentiality

1. The Mediator shall keep confidential any information disclosed in the course of the mediation including all written material provided to him/her as Mediator.
2. The parties agree that mediation sessions are settlement negotiations and disclosures are inadmissible in any further or pending litigation or arbitration to the extent permitted by law. The parties agree not to require the Mediator to testify or produce records or notes in any future proceedings.
3. No stenographic or taped record shall be made of the mediation proceedings.
4. The parties agree that they shall not rely on or introduce as evidence in subsequent arbitral or judicial proceedings:

- a. any views expressed, or suggestions made, by the other party in respect of the possible settlement of the dispute;
- b. any admissions made by the other party in the course of the mediation;
- c. the fact that the other party had indicated a willingness to accept a proposal or recommendation for settlement made by the Mediator; or,
- d. proposals made or views expressed by the Mediator.

Termination of Mediation

1. The mediation shall be terminated:
 - a. by the execution of a settlement agreement by the parties;
 - b. by a written declaration of one or more parties that the mediation is terminated;
 - c. by a written declaration by the Mediator that further efforts at mediation would not be helpful.

Exclusion of Liability

1. Neither the Centre, its officers, directors, employees or any mediator is a necessary party in any judicial proceeding, nor shall any such person or entity be liable in any way whatsoever to any party, person or entity for any act or omission arising under or in connection with any mediation conducted under these Rules.

Fees and Expenses

1. The parties agree to pay those fees and costs established by the Centre in its Fee Schedule in effect at the time a case is submitted for mediation.
2. The expenses of all persons attending for that party shall be the responsibility of that party.