

# SINGAPORE CONSTRUCTION MEDIATION CENTRE

## APPENDIX B: MEDIATION AGREEMENT

This is a Mediation Agreement between the following parties:

1. Party A: \_\_\_\_\_(Name/Company Name)
2. Party B: \_\_\_\_\_(Name/Company Name)
3. Others: \_\_\_\_\_(Name/Company Name)
4. Mediator 1: \_\_\_\_\_(Name/Company Name)
5. Mediator 2: \_\_\_\_\_(Name/Company Name)

All parties stated in the Agreement have agreed to participate in good faith in the mediation requested by the parties. The Singapore Construction Mediation Centre ('SCMC') shall arrange and administer the mediation process, including the provision and/or arranging venue and logistical support.

The following are the terms and conditions of the agreement:

### 1. Governing Law

- a. The law governing the mediation process shall be the law of Singapore, in particular but not limited to the Mediation Act 2017.

### 2. Indemnity

- a. With this agreement, parties agree to absolve SCMC, SCMC employees, the Mediator(s), and all representative of SCMC, collectively known as the mediation provider, from any claims of damages or loses that could arise due to the mediation process.
- b. In the absence of fraud or professional misconduct, the parties shall have no claim against the mediation provider for any possible damages or loses arising from the settlement agreement between the parties.
- c. The parties agree not to call any personnel(s) from the mediation provider to act as witnesses or to provide any evidence or affidavits for any legal proceedings.

### 3. Confidentiality

- a. Parties agree that the mediation shall be kept confidential.
- b. There shall be no video-taping, audio recording, verbatim reporting, or any form of recording during the mediation process. Any notes taken during the mediation process are allowed only for reference during the mediation.
- c. Parties agree that the mediation will be conducted without prejudice.

- d. Parties agree that in the event that no settlement is reached, all discussions, proposals, concessions, or any other form of terms or agreement reached during the mediation process shall be voided and cannot be used in any legal proceedings that might follow.

#### **4. Ongoing legal proceeding**

- a. Parties are to note that the mediation process will not stay any on-going legal proceeding.
- b. To better facilitate the mediation process, SCMC would strongly advise parties to temporary stay any on-going proceedings. Nevertheless, the decision for the stay will be at the sole discretion of the respective parties.

#### **5. Mediation Process**

- a. Parties agree to follow the facilitation of the Mediator(s) during the mediation process.
- b. The Mediator(s) shall have full discretion to conduct the mediation process in the way he/she deems fit.
- c. Parties understand that during the mediation, Mediator(s) might have private caucuses with individual parties, and any discussions in the caucuses will be confidential in nature.

#### **6. Settlement**

- a. In the event that parties reach settlement during the mediation, parties agree to abide by the negotiated settlement.
- b. Parties agree to take part in the mediation process in good faith and agree to consider any realistic proposal for settlement with an open mind.

#### **7. Representative**

- a. Parties are to note that only authorised representative(s) are allowed to take part in the mediation process.
- b. The authorised representative(s) must be able to discuss, to offer, to accept, to decide, and to sign any Settlement Agreement reached during the mediation process.
- c. The total number of representative(s) from each party for the mediation process shall be pre-determined by the respective parties.
- d. The parties are to submit details of their representatives attending the mediation to SCMC seven (7) working days prior to the commencement of the mediation.

#### Note:

- Working days mentioned in this document shall exclude Saturdays, Sundays and Public holidays.

Party A	Name of Representative(s)	NRIC No / Passport No
Party B	Name of Representative(s)	NRIC No / Passport No

The Mediation Agreement is agreed by:

Party A: <span style="float: right;">Company Stamp</span>  <hr/> Name: NRIC: Designation: Date:	Witnessed by  <hr/> Name: NRIC: Date:
Party B: <span style="float: right;">Company Stamp</span>  <hr/> Name: NRIC: Designation: Date:	Witnessed by  <hr/> Name: NRIC: Date:
Mediator 1:  <hr/> Name: NRIC: Date:	Mediator 2:  <hr/> Name: NRIC: Date:
SCMC:  <hr/> Name: NRIC: Designation: Date:	

**Note:**

*For company representative, for the NRIC number, please fill in only the last four digits.  
 For attendee in person, please fill in the full NRIC number.*