



مركز الأحساء للتحكيم التجاري
Al Ahsa Center for Commercial Arbitration

Procedural Rules for Mediation

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Chapter One: Preliminary Provisions

Article (1): Definitions

1. The following words and phrases, wherever mentioned herein, shall have the meanings ascribed hereto, unless the context requires otherwise:
 - A. Center: Al-Ahsa Center for Commercial Arbitration.
 - B. Board: The Board of Directors of Al-Ahsa Center for Commercial Arbitration.
 - C. Articles of Association: Articles of Association of Al-Ahsa Center for Commercial Arbitration.
 - D. Procedural Rules: The rules and procedures of mediation at Al-Ahsa Center for Commercial Arbitration.
 - E. Mediation: Any process, whether referred to by the term “mediation” or any other term with the same meaning, in which the parties request one or more persons to assist them in reaching an amicable settlement of the dispute between them.
 - F. The Mediator: Refers to a single mediator or a body of two or more mediators.
 - G. The Parties: The parties to the dispute, whether two or more.
2. Singular terms used in these rules also apply to plural forms and vice versa, as the context requires. The terms are used to refer to both genders, natural and legal persons.

Article (2): Scope of Application

1. These rules apply to all disputes that the parties agreed to settle them down using the Center’s tools of mediation. Once the parties agreed upon that, this shall be considered by them as an acknowledgment of acceptance of all the provisions included in these procedural rules.
2. Any mediation agreement shall be deemed void if the subject matter of the dispute cannot be settled by mediation under the applicable law.
3. These rules also apply to all forms of disputes that are referred to the Center. In this case, the mediator or the Center may, before appointing the mediator, and after consultation with the parties, modify these rules as required by the specific nature of those other alternative means of dispute.

Article (3): Number of Mediators

Mediation shall be undertaken by one mediator unless the parties agree on more than that. Multiple mediators must work together.

Article (4): Appointment of Mediators

1. The parties may jointly appoint a mediator, determine the means of appointing them, or suggest any specific qualities that the mediator must possess. They may also agree that the Center will directly appoint one or more mediators.
2. The parties may request the Center's assistance to nominate suitable individuals to conduct the mediation. In this case, the Center shall send to the parties, along with the appointment request letter, a list of the names of all the registered mediators who meet the qualifications and conditions specified by the parties.
3. The parties must agree to choose a mediator, or a group of mediators ordered by priority within (15) days of receiving the appointment request letter from the Centre.
4. If the designated period in this article expires without mediator selection, the Center has the authority to appoint one.
5. The involved parties may mutually agree to extend mediation for the entire execution period of their contracts, resolving any disputes that may arise. All incurred costs, fees, and expenses shall be borne by the parties.

Article (5): Neutrality and Independence of Mediators

1. The mediator submits to the Center within (5) days from the date of notification of his nomination a signed declaration confirming his or her neutrality and independence and disclosing any facts or circumstances that may affect or raise doubts about his or her neutrality or independence or suggest a conflict of interest.
2. The Center shall notify the parties without delay of this disclosure. If one of the parties submits justified objects within (5) days from the date of notification of the disclosure, the Center shall replace the mediator in accordance with the provisions of Article (4).
3. If circumstances arise at any stage of the mediation that may raise justified doubts about the neutrality and independence of the mediator, the mediator must disclose these circumstances to the parties and the Center within (5) days from the date of his knowledge of these circumstances.

Article (6): Replacement of Mediators

1. The mediator is replaced in the following cases:
 - a. after an objection by one of the parties in accordance with paragraph (2) of Article (5),
 - b. after justified doubts arise about his or her neutrality and independence during the mediation proceedings in accordance with paragraph (3) of Article (5),
 - c. when the mediator submits a written resignation to the Center that in turn accepts it, and
 - d. the mediator dies or is unable to continue his or her duties for any reason.

2. The replacement mediator is appointed as provided in Article (4). The Center has discretion in determining the fees of the replacement and the replaced mediators, considering the circumstances of the mediation and the stage it has reached.

Article (7): Representation and Assistance

1. The parties attend the beginning of the mediation in person, and each party may choose one or more persons to represent or assist. The names and addresses of these persons shall be sent to the Center and the rest of the parties within (7) days from the date of their selections, specifying whether this selection is for representation or assistance.
2. The representatives of the parties have full powers to settle the dispute, and if the representation is limited, the Center and the parties must be informed of their limits before the start of mediation.
2. In case a person represents one of the parties, the mediator may at any time - on his or her own or at the request of the other party - ask for proof of the authority and powers granted to him or her.

Chapter Two: Mediation Procedures

Article (8): Commencement of Mediation

1. In the event of a prior agreement between the parties to mediate at the Center, the party intending to commence mediation proceedings shall submit a request to the Center in accordance with the requirements of Article (9), and the Center shall send it to the other party within (7) days from the date of submission of the request.
2. In the absence of a prior agreement to mediate at the Center, the party wishing to commence mediation proceedings shall submit a written request with the Center to invite any other party to agree to participate in the mediation process.
3. Mediation proceedings shall commence on the day the Center receives written acceptance from the other party to participate in the mediation proceedings.
4. If there's no response within 14 days of sending the invitation or if the other party declines the invitation, the Center informs the party seeking mediation with this, and the process is considered not initiated.

Article (9): Mediation Request

The mediation request shall include the following:

- A. A copy of the mediation agreement between the parties unless the mediation is based on the procedure specified in paragraph (2) of Article (8).
- B. The name, mailing address, email, and phone number of each party in the mediation, and their legal representative if any.

- C. One or more statements summarizing the nature and circumstances of the dispute and the value of the financial claim if any.
- D. The mediator's name, mailing address, email, and phone number are provided if the parties agree to appoint a mediator. Alternatively, specific qualifications for the mediator are outlined in a written statement if an agreement on the appointment is not reached.
- E. Any proposal regarding the language of mediation, its location, and duration.
- F. The registration fees for the request as determined by the Center.

Article (10): Mediator Authority

1. The mediator clarifies mediation procedures to the parties in addition to their representatives, and assistants. The mediator has the authority to oversee mediation in a manner he/she finds suitable taking into consideration the parties' preferences, with the aim of facilitating an amiable settlement.
2. The mediator may communicate with the parties individually or collectively, in person or in writing, by phone or video, or by any other means agreed upon with the parties, and he or she may hold joint or separate meetings with the parties or their representatives or assistants during the mediation process.
3. When the mediator receives information about the dispute from one of the parties, he or she discloses that information to the other party to give them an opportunity to present what they see as appropriate responses or clarifications regarding that information.
4. The mediator may at any stage of the mediation deliver proposals to settle the dispute.
5. The mediator does not have the authority to impose a settlement on the parties.

Article (11): Conduct of Proceedings

1. The mediator shall conduct the mediation process impartially, ensuring a fair opportunity for each party to present their claims and actively engage in the mediation process. Additionally, each party shall be given the opportunity to seek legal counsel or any other counsel before reaching a resolution to the dispute.
2. The parties may mutually agree on the manner and form to express their views to the mediator. The mediator may also request the exchange of memoranda on the issues in dispute, that should include any documents referred to therein. These memoranda may be submitted to the mediator through separate correspondences to maintain the written information confidential.
3. Meetings between the mediator and the parties may be held on a single day or over consecutive days as agreed upon by the parties who shall cooperate with the mediator in good faith to advance the mediation process promptly and decisively.

4. If the parties fail to reach a settlement regarding the dispute or any part of it, they may jointly request the mediator to provide oral or written recommendations regarding the appropriate settlement of the dispute. The parties are not bound to accept these recommendations. The mediator may refuse to provide these recommendations without the obligation to state reasons.

Article (12): Duration of Mediation

If the parties agree on a specific period for mediation, the mediator shall make every effort to reach a settlement of the dispute within this period. If no specific period is determined, the mediator shall carry out his assigned task within a period not exceeding three months from the date of the commencement of mediation unless the parties agree to extend this period.

Article (13): Settlement Agreement

1. If the parties reach an agreement to settle the dispute, the mediator shall draft the agreement or assist the parties in drafting it.
2. If the mediator identifies elements of partial settlement that can be accepted by the parties, they shall draft possible settlement terms and present them to the parties for their comments. Upon receiving the parties' feedback, the mediator may adjust the settlement terms accordingly.
3. Any settlement reached during the mediation process is not binding on the parties until it is formulated into a written document signed by the parties or their representatives. The settlement agreement becomes binding and enforceable once it is signed.

Article (14): Termination of Mediation

1. Mediation terminates in the following cases:
 - A. If all parties sign a settlement agreement.
 - B. If the mediator is notified in writing that further mediation efforts will not contribute to the resolution of the dispute.
 - C. If all parties issue a written statement addressed to the Center and the mediator indicating the conclusion of the mediation proceedings.
 - D. If one party issues a written statement addressed to the Center, the mediator, and the other parties indicating the termination of the mediation proceedings.
 - E. If the agreed-upon time period for reaching a settlement through mediation expires without the parties reaching a settlement or agreeing to an extension of that time period.
 - F. If all outstanding amounts for mediation costs and fees are not paid within at least (10) days after being notified by the Center of the due date.
2. Considering the cases of termination mentioned in the previous paragraph, the mediator may

postpone the mediation proceedings for a period not exceeding one month to allow the parties to consider specific proposals, obtain further information, or for any other reason that the mediator deems conducive to enhancing the progress of the mediation process. The mediation meetings shall resume at the earliest possible time, as agreed upon by the parties.

Chapter Three: General Provisions

Article (15): Confidentiality and Privacy

1. The mediation procedures shall remain private and confidential unless the parties agree otherwise, or unless disclosure is required by applicable laws in the country, or for the purposes of the implementation of the settlement agreement.
2. The mediation sessions are only attended by the mediator, the people mentioned in paragraph (1) of Article (7), and the persons determined by the mediator after the agreement of the parties.
3. Any settlement agreement shall be confidential unless disclosure is necessary to claim it or to protect a legal right.
4. If one of the parties confidentially discloses any information to the mediator during mediation, the mediator is prohibited from disclosing that information to any party or person without the special consent of the party who made the disclosure, unless it is legally justified.

Article (16): Scope of Using Mediation-Related Evidence

1. It is not permissible for the parties to the mediation, the mediator, or any other person; including those administering the mediation proceedings; when providing evidence or giving testimony in arbitration proceedings or judicial proceedings or similar proceedings to rely on the following:
 - A. The invitation by one of the parties to participate in the mediation proceedings.
 - B. The opinions or proposals expressed by one of the parties regarding a possible settlement of the dispute.
 - C. The confessions made by one of the parties during the mediation proceedings.
 - D. The proposals made by the mediator.
 - E. The expression by one of the parties of their willingness to accept a settlement proposal made by the mediator.
 - F. Any document prepared for the purposes of the mediation proceedings.
2. The previous paragraph applies regardless of the form of the information or evidence referred to therein.

Article (17): The Mediator Acting as an Arbitrator

The mediator must not act as an arbitrator in the same dispute for which they are serving as a mediator, nor in any other dispute arising from the same contract or legal relationship, or from any related contract or legal relationship, unless the parties agree otherwise.

Article (18): Resorting to Arbitration or Judicial Proceedings

1. Mediation proceedings do not prevent the initiation or continuation of arbitration or judicial proceedings related to the dispute that is being mediated under these rules, unless the parties agree in writing otherwise.
2. The mediator shall not be an agent or witness in any arbitration or judicial proceedings related to the dispute that is being mediated under these rules, whether these proceedings started before, during, or after the mediation proceedings.

Article (19): Language of Mediation

Arabic is the language of mediation in all its procedures unless the parties agree otherwise.

Article (20): Limitation of Liability

Except for intentional error, the Center, the Board, its affiliates, or the mediator shall not be liable to any person for any act or omission related to any mediation proceedings conducted under these rules.

Article (21): Interpretation and Amendment of the Rules

1. The mediator interprets these rules in relation to his or her authorities and duties.
2. Notwithstanding the previous paragraph, the Center retains the authority to interpret these rules.
3. In case of any conflict or contradiction between the Arabic version of these rules and a version in any other language in which they are published, the Arabic version prevails.
4. The Center has the authority to amend these rules, and the amendments take effect from the date of their official adoption by the Board and their publication on the Center's website.

Article (22): Effective Date

These rules shall come into effect on the date of their official adoption by the Board.



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