



PARIS INTERNATIONAL
COURT OF ARBITRATION

MEDIATION RULES

In force as from 01/01/2021

Article 1: SCOPE OF THE RULES

1.1 The purpose of the mediation rules (hereinafter the "Rules") of the Paris International Court of Arbitration (hereinafter the "Court") is to establish a procedure enabling the parties, under the aegis of a mediator, a neutral and independent third party, to find a solution to their dispute themselves.

1.2. Mediation can be implemented:

- a)** when the parties have previously agreed to it under the terms of their contract, at the request of one of them;
- b)** in the absence of a contractual provision, at the joint request of the parties, when they agree to it when the dispute arises, or at the request of one of them with the agreement of the other party;
- c)** during an arbitration, (i) at any time, either when the parties have provided for a prior mediation clause designating the Court or by reference to its Rules, or once the dispute has arisen, (ii) or on a proposal to the parties by the President of the Court, through the secretariat, if, in the light of the position taken by the claimant, he or she considers that mediation is likely to resolve the dispute between them. In the latter case, the President of the Court shall summon the parties and their counsel and inform them of this process. He or she shall obtain their consent to the implementation of this measure and the name of a mediator, and may grant them a period of reflection.

1.3 The Court has sole authority to organise mediations subject to these Rules, of which the parties, by accepting them, adopt all the provisions and submit to their application, unless otherwise expressly agreed between them.

1.4 The Court may also offer mediation administration services in the case of a procedure not subject to these Rules. It is then up to the parties who intend to use its services to determine with the Court the mission they wish it to carry out.

1.5 Unless otherwise provided for in the Rules, all communications between the Court and the parties shall be made by electronic means, to the following address: **procedure@arbitrage.org**.

Article 2: REQUEST FOR MEDIATION

2.1 Any party wishing to initiate a mediation procedure must file a request with the Court containing:

- a)** the civil status or company name as well as the address and contact details of the parties;
- b)** a summary note presenting the dispute and an estimate of its value;
- c)** the respective position of the parties in the dispute or, failing that, the position of the party referring the matter to the Court;
- d)** where the parties have contractually agreed to submit their dispute to settlement, a copy of the mediation clause.

2.2 In order to be registered by the Court, the request for mediation must be accompanied by the payment of the opening fee, as set out in the schedule appended to these Rules, in force on the date of filing the request. This opening fee shall in any case be retained by the Court.

Article 3: NOTIFICATION OF THE REQUEST FOR MEDIATION

3.1 Where the parties have contractually agreed to submit their dispute to a mediation procedure, the Court shall, upon receipt of the request referred to in Article 2, acknowledge receipt of the request and notify the other party by any means with acknowledgement of receipt of the implementation of the mediation. The latter shall have a period of ten (10) days from receipt of the notification to submit its observations.

3.2 In the absence of a contractual agreement by the parties to submit their dispute to a mediation procedure, the Court shall, upon receipt of the request referred to in Article 2, acknowledge receipt of the request and notify the other party by any means with acknowledgement of receipt of the mediation proposal. The latter shall have a period of ten (10) days from receipt of the notification to respond to the proposal.

Article 4: RESPONSE TO THE REQUEST FOR MEDIATION

4.1 Where the parties have contractually agreed to submit their dispute to a mediation procedure, the Court shall, upon receipt of the observations of the other party or upon expiry of the time limit provided for in Article 3.1, appoint a mediator.

4.2 In the absence of a contractual agreement by the parties to submit their dispute to mediation, the Court shall:

- a)** if the other party agrees to the mediation proposal, immediately appoint a mediator;
- b)** if the other party refuses the mediation proposal, or in the absence of a reply at the end of the time limit provided for in Article 3.2, inform the requesting party and close the file.

Article 5: APPOINTMENT OF THE MEDIATOR

5.1 Unless otherwise agreed by the parties, the mediator shall be appointed by the President of the Court.

5.2 In the event of mediation ordered by a judge, the latter must approve the appointment of the mediator.

5.3 In the event of the death, refusal of mission, incapacity or impediment of any kind of the mediator, the President of the Court shall proceed with his or her replacement.

Article 6: INDEPENDENCE AND IMPARTIALITY OF THE MEDIATOR

6.1 The mediator must be impartial, independent and neutral towards the parties and remain so until the end of the procedure.

6.2 In this respect, the mediator shall, before accepting his or her mission, submit a declaration of acceptance, availability, impartiality and independence to the Court. He or she must disclose all the facts or circumstances which, from the point of view of a reasonable third party having knowledge of the relevant facts and circumstances, would give rise to justifiable doubts as to his or her impartiality or independence.

6.3 After accepting his or her mission, the mediator must immediately notify the Court of any facts or circumstances of the same nature as those referred to in Article 6.2, concerning his or her impartiality or independence and which arise during the mediation. The Court shall communicate these elements to the parties. In the event of reciprocal agreement between them, the mediator shall continue his or her mission. Otherwise, the mediation is suspended until the President of the Court proceeds with the replacement of the mediator.

Article 7: MEDIATION COSTS AND FEES

7.1 After the appointment of the mediator, the Court shall ask the parties to pay as soon as possible a deposit covering a fixed fee of 10 hours of mediation

fixed in accordance with the fee scheduled appended to these Rules, in force at the time of the referral.

7.2 The mediation provision covers the administrative costs of the Court as well as the mediator's fees, including the examination of the file, mediation meetings and exchanges with the parties. However, it does not cover any possible disbursements including, in particular, transport, accommodation costs or additional rental of meeting rooms.

7.3 The mediator shall contact the parties and begin his or her mission as soon as the advance requested from the Court has been paid in full.

7.4 In the course of a mediation, the Court may request the payment of an additional advance, after obtaining the agreement of the parties and, if necessary, of the judge who ordered the mediation.

7.5 Unless otherwise agreed by the parties, the costs and fees of mediation shall be shared equally between them, one party nevertheless having the option of settling the outstanding balance in the event that the other party fails to pay its share.

7.6 The provisions to be applied to mediation costs and fees shall in any event be retained by the Court, regardless of the duration of the mediation.

Article 8: CONFIDENTIALITY OF THE MEDIATION

8.1 Unless otherwise agreed by the parties and unless prohibited by law, the mediator, the parties and their counsel shall be bound by the strictest confidentiality in all matters relating to the mediation procedure.

8.2 In this respect, no observation, declaration or proposal made before or by the mediator may be subsequently used in any other procedure, whether arbitral or judicial.

Article 9: HOLDING AND CONDUCT OF THE MEDIATION

9.1 The mediator does not impose on the parties a solution to their dispute, but assists them in finding a negotiated solution to their dispute.

9.2 In this respect, the mediator shall conduct the mediation process in a neutral and impartial manner and with respect for the respective interests of each of the parties.

9.3 The mediator, together with the parties, organises the conduct of the mediation procedure. He or she may receive the parties at their convenience and at the place he or she determines. He or she can hear them and their counsel, separately, together, or as they wish. He or she may ask them for any useful information and, in any event, shall ensure, at any stage of the procedure, that they are treated in a balanced manner and that the principle of confidentiality is respected.

9.4 The Court places its premises at the disposal of the parties and the mediator, for the organisation of their meetings; with the agreement of the parties and the mediator or at their request, it may also organise meetings by video or audio conference.

9.5 Where the parties have contractually agreed to submit their dispute to mediation, the refusal by one of them to attend the first meeting shall result in the establishment of a statement of failure to act submitted by the mediator to the Court, which shall then close the file and inform the parties.

Article 10: DURATION OF THE MEDIATION

10.1 The mediation procedure may not exceed a period of sixty (60) days from the appointment of the mediator. This period may be renewed by the Court or the judge who ordered the mediation, with the agreement of the mediator and all parties.

10.2 The Court reserves the right to close the mediation procedure when none of the parties takes any action without a valid and justified reason for thirty (30) days and after a reminder by email that has remained unheeded for fifteen (15) days.

Article 11: TERMINATION OF THE MEDIATION

11.1 The mediation ends:

- a)** at the request of the mediator, who may at any time decide to terminate his or her mission if it appears that the mediation process will not lead to an agreement;
- b)** at the request of each of the parties, who are free at any time during the process to end the mediation;
- c)** by the signing of a memorandum of understanding between the parties;
- d)** by the signing an end-of-mission report, drawn up by the mediator, if the mediation ends without the parties having reached an agreement.

11.2 In all cases, the mediator shall inform the Court in writing and without delay, which shall then close the file and inform the parties as well as the judge who ordered the mediation if necessary.

11.4 If the mediation procedure fails, the parties may request that the Court initiate arbitration proceedings. Similarly, in the case referred to in Article 1.2 c), the parties shall have the possibility to request the resumption of the arbitration proceedings. In these two cases, in accordance with the provisions of the Court's arbitration rules, the mediator cannot be appointed as an arbitrator, nor intervene in any capacity whatsoever in the dispute.

Article 12: CONFIRMATION OF THE MEMORANDUM OF UNDERSTANDING IN AN AWARD BY CONSENT

12.1 Although in principle the mediator cannot be appointed as arbitrator, if the parties agree, they may, subject to the mediator's agreement, agree to appoint the mediator as arbitrator and request him or her to confirm the memorandum of understanding in an award by consent. The appointment of the mediator as an arbitrator shall be subject to a written agreement signed by the parties in which they accept his or her appointment with regard to his or her independence and impartiality.

12.2 The Court shall then register a joint Request for Arbitration by the parties and, in addition to the costs and fees already incurred by the parties under the mediation procedure, request an additional advance representing one third of the arbitration costs in principle applicable to proceedings with a sole arbitrator as provided for in the schedule appended to the Court's arbitration rules in force on the date of the Request.

12.3 After payment of the additional advance, the President of the Court shall validate the appointment of the arbitrator, who may then pronounce an award by consent, in accordance with the provisions of the Court's arbitration rules, while verifying that the agreement reached between the parties is not contrary to public policy or the rights of a third party.

Article 13: MISCELLANEOUS PROVISIONS

13.1 The request for mediation shall be examined in accordance with the rules in force on the day it is submitted.

13.2 For all purposes, the date of receipt of the request for mediation, after payment of the opening fee in accordance with Article 2.2, shall be deemed to be the date of commencement of the proceedings.

13.3 Any interpretation of these Rules shall be a matter for the Court.

13.4 The mediator, the Court and its staff shall not be liable for any act or omission in connection with the mediation procedure, except to the extent that such limitation of liability is prohibited by law.