



**CRCICA**

**THE CAIRO REGIONAL  
CENTRE FOR INTERNATIONAL  
COMMERCIAL ARBITRATION  
مركز القاهرة الإقليمي  
للتحكيم التجاري الدولي**

# **Mediation Rules**

**In force as from 1 January 2013**



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# Introduction

## About CRCICA

1. The Cairo Regional Centre for International Commercial Arbitration (the “CRCICA” or the “Centre”) is an independent non-profit international organization established in 1979 under the auspices of the Asian African Legal Consultative Organization (“AALCO”),<sup>(1)</sup> in pursuance of AALCO’s decision taken at the Doha Session in 1978 to establish regional centres for international commercial arbitration in Asia and Africa.
2. In 1979, an agreement was concluded between AALCO and the Egyptian Government for the establishment of CRCICA for an experimental period of three years. In 1983, another agreement was concluded between AALCO and the Egyptian Government granting permanent status to CRCICA.

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(1) This Organization is headquartered in New Delhi, India and was established in 1956 as an outcome of the Bandung Conference, which took place in 1955 in Bandung, Indonesia. It was formerly known as the Asian–African Legal Consultative Committee (“AALCC”) until June 2001 when it changed its name to the Asian-African Legal Consultative Organization (“AALCO”). AALCO presently have forty-seven countries as its members, comprising almost all the major States from Asia and Africa. These States are: Arab Republic of Egypt; Bahrain; Bangladesh; Brunei Darussalam; Botswana; Cameroon; Cyprus; Democratic People’s Republic of Korea; Gambia; Ghana; India; Indonesia; Iraq; Islamic Republic of Iran; Japan; Jordan; Kenya; Kuwait; Lebanon; Libya; Malaysia; Mauritius; Mongolia; Myanmar; Nepal; Nigeria; Oman; Pakistan; People’s Republic of China; Qatar; Republic of Korea; Saudi Arabia; Sierra Leone; Senegal; Singapore; Somalia; South Africa, Sri Lanka; Palestine; Sudan; Syria; Tanzania; Thailand; Turkey; Uganda; United Arab Emirates; and Republic of Yemen.

3. Pursuant to the Headquarters Agreement concluded in December 1987 between AALCO and the Egyptian Government, CRCICA's status as an international organization was recognized and the Centre and its branches were endowed with all necessary privileges and immunities ensuring their independent functioning.<sup>(2)</sup>

## Organisation

CRCICA is composed of:

1. A Board of Trustees (the "Board") comprising some eminent African, Asian and other experts;<sup>(3)</sup>
2. The Director of the Centre (the "Director"); and
3. An Advisory Committee (the "Advisory Committee") composed from amongst the members of the Board in addition to other eminent African, Asian and other experts.<sup>(4)</sup>

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(2) For more information about this Agreement, CRCICA and its activities, please visit: <https://www.crcica.org>

(3) For more information about the formation and functions of CRCICA's Board of Trustees, please visit:  
[https://crcica.org/board\\_of\\_trustees.aspx](https://crcica.org/board_of_trustees.aspx)

(4) For more information about the formation and functions of CRCICA's Advisory Committee, please visit:  
[https://crcica.org/advisory\\_committee.aspx](https://crcica.org/advisory_committee.aspx)

# Mediation Rules

1. The Mediation process is a flexible process conducted confidentially in which a neutral person appointed by or on behalf of the parties actively assists the parties in working towards a resolution of a dispute or difference, with the parties in ultimate control of the decision to settle and the terms of the settlement agreement.
2. CRCICA's Mediation Rules were issued in March 1990.
3. In August 2001, an amended version of CRCICA's Mediation Rules was issued and the Mediation and ADR (Alternative Dispute Resolution) Centre was inaugurated as a branch of CRCICA to administer mediation and other ADR such as conciliation, technical expertise, mini trials and claim review boards.
4. The present CRCICA Mediation Rules have entered into force as from 1 January 2013.<sup>(5)</sup>

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(5) The present CRCICA Mediation Rules are available online at:  
[https://www.crcica.org/rules/mediation/2013/crcica\\_mediation\\_rules\\_2013.pdf](https://www.crcica.org/rules/mediation/2013/crcica_mediation_rules_2013.pdf)

# Mediation and ADR Services

The scope of Mediation and ADR services offered by CRCICA encompasses the following:

1. Administering domestic and international mediation and other ADR mechanisms under its auspices;
2. Provision of institutional mediation services according to its Rules or any other rules agreed upon by the parties;
3. Providing *ad hoc* mediations and other ADR mechanisms with necessary technical and administrative assistance at the request of the parties;
4. Providing advice to the disputants;
5. Promotion of mediation and other ADR mechanisms in the Afro-Asian region through the organization of international conferences and seminars as well as the publication of researches serving both the legal and business communities;
6. Building the capacity of mediators and legal scholars from the Afro-Asian region by organizing training programs and workshops on mediation and ADR in cooperation with other institutions and organizations;
7. Coordination with and provision of assistance to other mediation and ADR institutions particularly those existing within the region; and
8. Establishing a comprehensive library specializing in mediation and ADR.



## Panel of Accredited Mediators

CRCICA's Panel of Mediators includes experienced accredited mediators with various professional backgrounds, which allow the parties a wide range of freedom for the selection of their mediators or neutrals according to the nature of the dispute. The parties are not obliged to appoint their mediators or neutrals from amongst this Panel. However, the Centre is bound to appoint from amongst this Panel when exercising its role as an appointing authority under the Rules.<sup>(6)</sup>

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(6) CRCICA's Panel of Accredited Mediators is available online at:  
[https://crica.org/Mediators\\_People.aspx](https://crica.org/Mediators_People.aspx)

# The Rules

## Article 1

### Scope of Application<sup>(7)</sup>

1. Where parties have agreed that disputes or differences between them shall be referred to mediation under the Rules of Mediation of the CRCICA (the “Rules”), then such disputes or differences shall be settled in accordance with these Rules subject to such modification as the parties may agree.
2. Where the parties have agreed to submit their disputes to mediation under the Rules, they shall be deemed to have submitted to the Rules in effect on the date of commencement of the mediation, unless agreed otherwise.

## Article 2

1. For the purposes of these Rules, mediation, conciliation and other similar alternative dispute resolution (ADR) mechanisms are considered as the same process and these Rules shall apply no matter which term is used by the parties.

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<sup>(7)</sup> Suggested model mediation clauses for insertion into contracts are annexed to these Rules.

2. These Rules apply also to other forms of ADR mechanisms which may be brought before the Centre. After consultation with the parties, the mediator and, before his/her appointment, the Centre may make adjustments to the present Rules as they may be required for the specific nature of such other ADR mechanisms.

## Article 3

### Commencement of the Mediation

1. Where there is a prior agreement to refer to the Rules, any party or parties wishing to commence mediation proceedings shall file a written request for mediation with the Centre.
2. Where there is no prior agreement to mediate, a party wishing to initiate mediation proceedings may file a written request with the Centre to invite any other party to agree to participate in a mediation process.
3. If the Centre does not receive a reply to the request for mediation from the other party to the dispute, or the latter rejects the invitation to mediate, within 15 days from the date of receipt of the request for mediation or of the said invitation, or within such other period of time as specified therein, the Centre shall inform the party initiating the invitation to mediate of this fact.

4. The mediation process shall commence when the other party accepts in writing the request for mediation or the invitation to mediate within the period stated in the abovementioned paragraph.

## Article 4

### The Mediation Request

1. The request for mediation shall include the following:
  - a. A request that the dispute be referred to mediation;
  - b. The names and the contact details of the parties;
  - c. Identification of the mediation agreement that is invoked, unless mediation is referred according to article 3, paragraph 2;
  - d. Identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship; and
  - e. A brief description of the dispute and the claims.
2. The request for mediation may include a suggestion as to the mediator's professional background and experience.

## Article 5

### Representation

The parties attend the mediation in person. Each party may be represented by one or more persons chosen by it. The names of such persons must be communicated to the Centre. Where a person is to act as a representative of a party, the mediator, on his or her own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the mediator may determine.

## Article 6

### Appointment and Replacement of the Mediator

1. The parties may jointly designate a mediator or a mechanism for appointing the mediator.
2. If the parties do not agree on a mediator or if the mediator has not been appointed according to article 6, paragraph 1 within the time period agreed by the parties or, where the parties have not agreed on a time period, within 14 days from the date of the commencement of the mediation, a mediator shall be appointed by the Centre from amongst the members listed in the Centre's Panel of Accredited Mediators.
3. There shall be a sole mediator unless the parties designate more than one mediator.

4. The parties may agree in writing at any time to replace the mediator.
5. If a mediator resigns, is incapacitated or otherwise becomes unable to perform the mediator's functions, a new mediator shall be appointed pursuant to these Rules.

## Article 7

### Impartiality and Independence of the Mediator

1. Every prospective mediator shall provide the Centre, within 7 days after being notified with his or her nomination, with a signed statement of impartiality and independence in which he or she shall disclose any facts or circumstances which might affect or call into question his or her impartiality, independence or might be perceived to create a conflict of interest. The Centre shall promptly inform the parties of such disclosure. If within 7 days after being notified with the disclosure, a party objects to the appointment of the mediator, the Centre shall replace the mediator.
2. If, during the course of the mediation, a mediator becomes aware of any facts or circumstances that might call into question the mediator's independence or impartiality in the eyes of the parties, the mediator shall disclose those facts or circumstances to the parties in writing without delay. A party may object to the continued participation of the mediator. In such a case, the Centre shall replace the mediator.

## Article 8

### Conduct of the Mediation

1. The mediator will explain to the parties, as well as to their representatives and/or assistants, how the mediation is normally conducted.
2. The mediator will conduct the process with fairness to all parties and will take particular care to ensure that all parties have adequate opportunities to be heard, to be involved in the process and have the opportunity to seek legal or other advice before finalising any resolution.
3. The mediator shall conduct the mediation in such a manner he or she deems appropriate, taking into account the circumstances of the case, the wishes of the parties and the need for a speedy settlement of the dispute. The mediator does not have the authority to impose a settlement on the parties.
4. The parties shall cooperate with the mediator in good faith to advance the mediation as expeditiously as possible.
5. The mediator is authorised to conduct joint or separate meetings with the parties and/or their representatives during the mediation process.
6. The mediator may, before or during the mediation meetings, request the parties to submit documents, case summaries and memoranda.

7. In the event that a settlement of all or part of the dispute was not reached by the parties, the parties may jointly invite the mediator to make oral or written recommendations concerning an appropriate resolution of the dispute. The parties are not bound to accept such recommendations and the mediator is free to decline to make any such recommendation without being required to provide reasons.
8. Meetings between the parties and the mediator may take place on one day or over a series of days, as agreed between the mediator and the parties.

## Article 9

### Termination of the Mediation

1. The mediation shall terminate when:
  - a. a party withdraws from the mediation;
  - b. the mediator determines that an amicable settlement cannot be reached; or
  - c. a written settlement agreement is concluded.
2. The mediator may adjourn the mediation in order to allow the parties to consider specific proposals, get further information or for any other reason that the mediator deems helpful in furthering the mediation process. The mediation will then reconvene with the agreement of the parties.



## Article 10

Any settlement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the parties.

## Article 11 Confidentiality

1. Unless the parties expressly agree in writing to the contrary, every person involved in the mediation, including the parties and their representatives, the mediator, and the Centre, undertake to keep confidential all documents, information and materials as well as all proposals and terms of any settlement in connection with the mediation, save and to the extent that a disclosure may be required according to a legal duty or to enforce the settlement agreement.
2. Every person involved in the mediation, including the parties and their representatives, the mediator and the Centre, acknowledge that any information, materials and settlement terms passing between the parties, mediator and/or the Centre, however communicated, are produced solely for the purposes of mediation and may not be produced as evidence or disclosed in a court of law, mediation or any other formal or informal processes, except as otherwise required by law.

3. If a party discloses any information to the mediator in confidence during the mediation, the mediator shall not disclose this information to any other party or person without the specific consent of the party that disclosed it, unless disclosure is required by law.

## Article 12

The parties, including their representatives, shall not call, or cause to be called, the mediator, any employee of the Centre or any person appointed in the mediation as a witness, nor require them to produce in evidence any information, materials or settlement terms relating to the mediation, in any court of law, mediation or other formal or informal processes; nor will the mediator, any employee of the Centre or any person appointed in the mediation act or agree to act as a witness, expert, mediator or consultant in any such process.

## Article 13

### Exclusion of Liability

Neither the mediators, the Centre, its employees, the members of both the Board of Trustees and the Advisory Committee nor any person appointed in the mediation shall be liable to any person based on any act or omission in connection with the mediation.

## Article 14

# Costs of the Mediation

1. The term “Costs” includes only:
  - a. The administrative fees to be determined in accordance with article 15;
  - b. The fees of the mediator to be determined in accordance with article 16;
  - c. The reasonable travel and other expenses incurred by the mediator, if any; and
  - d. Any fees and expenses of the appointing authority in case the Centre is not designated as the appointing authority.
2. In case the parties to ad hoc mediations or other ADR mechanisms agree that the Centre provides its administrative assistance to such mediations or ADR, these provisions shall apply, except where the parties agree on a different determination of the fees of the mediator or the neutral or on applying other rules in this respect.
3. The Costs shall be paid by the parties to the Centre in cash or by a certified check in the name of the Centre and delivered to its address. The payment of the Costs may be made by wire transfer indicating the case number with no charges on the Centre.

## Article 15

### Administrative Fees

1. The administrative fees shall be determined at the Centre's discretion depending on the tasks carried out by the Centre.
2. The administrative fees shall not be less than the minimum amount of US\$ 500 (five hundred) and shall not exceed the maximum amount of US\$ 3000 (three thousand).
3. In exceptional circumstances, the Centre may deviate from the minimum or the maximum amounts set out above.

## Article 16

### Fees of the Mediator

1. The fees of the mediator shall be determined based on the time reasonably spent by the mediator in the mediation proceedings, at an hourly rate fixed for such proceedings by the Centre in consultation with the mediator and the parties.
2. The hourly rate shall not be less than the minimum amount of US\$ 100 (one hundred) and shall not exceed the maximum amount of US\$ 300 (three hundred). It shall be determined in light of the complexity of the dispute, the amount in dispute, the experience of the mediator and any other relevant circumstances.

3. In exceptional circumstances, the Centre may deviate from the minimum or the maximum hourly rates set out above.
4. The Centre's determination of the fees of the mediator in accordance with this article shall be final and subject to no revision.

## Article 17

### Deposit of Costs

1. Upon the commencement of the mediation, the parties shall deposit at the Centre the advance on costs determined by the Centre to cover the administrative and mediator's fees. The Centre may subsequently request the parties to deposit supplementary amounts to cover the administrative and mediator's fees. Upon the termination of the mediation, the Centre shall render an accounting to the parties of deposits received and shall return the balance to the parties, if any.
2. Unless otherwise agreed upon by the parties, the determined costs and expenses are payable in equal shares by the parties.
3. If the required administrative and mediator's fees are not paid in full, the Centre shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Centre may request the mediator to suspend or terminate the mediation proceedings.

## Article 18

### Expenses

The Centre shall fix an amount to cover any reasonable travel and other expenses of the mediator.

# Annex to the Rules

## Model Mediation Clauses

The following are some variation of clauses that can be inserted into contracts referring disputes to the Centre for mediation.

### Simple mediation clause

*Any dispute arising in connection with this agreement shall be settled by mediation in accordance with the Rules of Mediation of the Cairo Regional Centre for International Commercial Arbitration (CRCICA). Unless otherwise agreed between the parties, the mediator will be nominated by CRCICA.*

### Multi-tiered process

*If any dispute arises in connection with this agreement, directors or other senior representatives of the parties with authority to settle the dispute will, within [ ] days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.*

*If the dispute is not resolved at that meeting, it shall be settled by mediation in accordance with the Rules of Mediation of the Cairo Regional Centre for International Commercial Arbitration (CRCICA). Unless otherwise agreed between the parties, the mediator will be nominated by CRCICA.*

*No party may commence any court proceedings or arbitration in relation to any dispute arising out of this agreement until the dispute has been referred to mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue court proceedings or arbitration is not prejudiced by a delay.*

*In case of failure of the mediation process, the parties agree to refer the dispute to arbitration in accordance with the Arbitration Rules of the CRCICA.*

### **Parties may consider adding:**

- Precise time limits for the negotiation and mediation phases.
- An option of appointing the mediator as an arbitrator and request him or her to confirm the settlement agreement in an arbitral award.