



ATTORNEY-
GENERAL'S
CHAMBERS

NEED FOR MEDIATION LAWS?

(Discussion Paper)

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LAW REFORM AND REVISION DIVISION
ATTORNEY-GENERAL'S CHAMBERS
SINGAPORE

NEED FOR MEDIATION LAWS?

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**LAW REFORM AND REVISION DIVISION
ATTORNEY-GENERAL'S CHAMBERS**

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DISCUSSION PAPER

NEED FOR MEDIATION LAWS?

Do we need specific legislation dealing with mediation or conciliation proceedings?

INTRODUCTION

1. The growth of alternative dispute resolution (“ADR”) has provided for many a cheaper and more efficient way of settling disputes out of court. For the last half of the century, arbitration has been an established mode of ADR, and legislation has been promulgated in many jurisdictions to govern various aspects of arbitration. As mediation and other forms of ADR incorporating mediation (eg. Med-arb) are relatively new, we would like to highlight in this consultation document, legal issues¹ in the mediation process that may require legislative resolution.

1.1 As more people opt to try mediation as a means of dispute resolution, it is imperative to introduce legislation to regulate several aspects of the mediation process which are hitherto unsettled, for example, in the area of privileged communication. As highlighted in paragraph 7 of this document, communications in the course of mediation have been adduced as evidence in certain Australian cases, where elements of duress or undue influence have been present. As much as subpoenaing a mediator may be necessary in the interests of justice, the mediation process also needs to be sufficiently safeguarded so that parties are not discouraged from trying mediation. It would be a step backwards for the development of mediation if parties feel that the law is unclear and as a result not participate in a mediation, for fear that honest disclosure may prejudice their claim or defence, should the matter subsequently be litigated. It may be a welcome move to both mediators and parties if legislation can be promulgated to clarify to what extent communications in the course of mediation may be privileged. Another issue which mediators and parties may wish to see resolved by legislation may be the enforcement of mediated agreements. There may be little point in leaving

¹ We are grateful for the legal issues highlighted in Boulle & Teh, *Mediation, Principles, Process, Practice (2000 Ed) chp 12* and to Mr Phang Hsiao Chung, Executive Director, Singapore Mediation Centre for his invaluable help and input. Any errors or omissions in this document however remain the LRRD’s.

the status of mediated agreements to be regulated by the ordinary principles of contract law, as a breach of a mediated agreement would have to be enforced in court by proving loss and entitlement to damages. As will be highlighted in paragraph 13 later, both the UNCITRAL Working Group and the Harvard Law School group, that is working on a draft Uniform Mediation Act are inclined towards providing for some form of enforcement. Other issues that will be discussed in this paper include:

- Enforceability of a mediation clause in contract;
- The imposition of a duty of confidentiality on the mediator
- Immunity of mediators and mediation institutions
- Electronic mediation
- Derivatives of mediation
- Application of limitation rules to mediation

1.2 We would like to seek your feedback on the issues set out in the paper, and we have set out relevant questions to each highlighted issue for your feedback and response. We have also provided an **Annex A** that sets out legislative precedents² for the issues raised in this paper. For your easy reference, a consolidated list of the questions posed in this paper is found on pages 14 to 16.

ENFORCEABILITY OF MEDIATION CLAUSES

2. In this consultation paper, we refer to a contractual clause where parties have agreed to resolve or consider resolving their disputes by mediation as a “mediation clause”. The issue of enforcing a mediation clause is not provided for in legislation, unlike the issue of enforcing an arbitration clause. Thus, a refusal to submit to mediation by one party will only trigger off the usual contractual remedies. However, any attempt, whether contractually or legislatively, to compel one party to comply with a mediation clause in order to participate in the mediation process and achieve some form of mediated settlement of the dispute may be counter-productive as mediation is inherently a voluntary exercise³. In this case, it may be more desirable to create incentives to encourage persons to abide

² Legislative precedents are obtained from the draft US Uniform Mediation Act undertaken under the auspices of Harvard Law School, working papers from the UNCITRAL Working Group on Arbitration and our Community Centres Mediation Act (Cap. 49A) (Revised Ed 1998)

³ Unlike arbitration, which is a process that to a certain extent guarantees (subject to factors, such as that the arbitrator has no jurisdiction, that would terminate arbitration efforts), a final award and thus a result for the parties, mediation may or may not result in a successful resolution of the conflict, as both parties have to agree to a settlement agreement.

by mediation clauses instead of conferring upon mediation clauses a binding effect upon parties. For example, where a matter is filed in court, the court has the discretion to encourage parties to try and settle the case through mediation and provides the incentive of discounted hearing fees if parties agree to try mediation first⁴.

2.1 The primary mechanism for enforcing an arbitration clause is to grant a stay of any court proceedings that are commenced in breach of the arbitration clause. The stay of proceedings is based on a finding that there is an arbitration agreement governing the dispute, and this is provided for in both the Arbitration Act and the International Arbitration Act⁵. In the case of mediation, this issue has been raised in the Australian courts, where a stay has been granted in some cases but not in others, based on a variety of reasons, in particular, the wording of the mediation clause. But a grant of stay is NOT to be expected just because a mediation clause is in existence per se⁶. At this point, it is useful to reiterate that as mediation is inherently a voluntary exercise, we have to consider if there is any purpose in granting a stay of legal proceedings. The grant of stay may result in a deadlock in the resolution of the parties' dispute if one party refuses to participate in mediation. Another issue to consider is the source of the court's power to grant a stay based on the finding of a mediation clause. In Singapore, the court may be able to grant a stay by exercising powers vested in the inherent jurisdiction of the court. However, we have to consider if it is desirable to rely on the court's inherent jurisdiction to make orders for stay of proceedings or have express legislative support for mediation clauses.

Q: Should mediation clauses be made legally enforceable?

Q: Should legislation provide for a stay of legal proceedings if the subject matter of the dispute is also a subject of a mediation clause?

⁴ Supreme Court Registrar's Circular No. 4 of 1997 and Subordinate Courts' Registrar's Circular No. 1 of 1997, state that a waiver or refund of a part or all of the Court hearing fees that will have to be paid or that have already been paid may be given to the parties if they have attempted mediation but were unsuccessful in reaching a settlement. Such a request must be accompanied by a certificate issued by the Director of the Singapore Academy of Law, or a person authorised by her, to the effect that the parties attempted mediation in good faith and made reasonable efforts to resolve the matter by such means.

⁵ Cap 10 and 149A, respectively

⁶ *supra* note 1, p320

SEPARABILITY OF MEDIATION CLAUSES

3. In the law of arbitration, the separability of an arbitration clause from the main contract is well established⁷. Thus, the illegality or frustration of the main contract, which results in the avoidance of the main contract does not affect the operation of an arbitration clause contained in the contract. This position is not yet tested in respect of mediation clauses in a main contract which may be held void.

Q: Should legislation provide for the separability of mediation clauses from the main contract?

CONFIDENTIALITY

4. Except for Community Mediation Centres established under the Community Mediation Centres Act⁸, other mediation centres observe confidentiality of clients' information based on contractual agreements or the common law duty of confidence in the absence of any agreement relating thereto. Where there is alleged disclosure of confidential information by the mediators or the mediation centre, remedies for aggrieved clients lie in contract or the equitable remedy of breach of confidence. The duty of confidentiality, if enshrined in statute, may foster greater trust between parties and the mediator.

4.1 But one may query as to the actual value added by enshrining the duty of confidence in statute. The statute is not intended to provide for a greater duty of confidentiality than that already existing between the parties under law- whether under contract or equity. The remedies for breaching such a duty would be pursued under general law and it is not likely that state intervention in criminalising such conduct is envisaged. In view of the difficulties of statutorily enshrining a duty of confidentiality and creating exceptions and remedies for violation, the UNCITRAL Working Group on Arbitration that is looking into drafting a model law for conciliation proceedings tentatively opines that there should not be a statutory duty of confidentiality, but it is to be left to the parties and mediator to agree on the extent of confidentiality they are under a duty vis a vis each other.

⁷ *Wilson (Paul) & Co A/S v Partenreederei Hannah Blumenthal*, The 'Hannah Blumenthal' (HL) [1983] 1 All ER 34.

⁸ see Annex A for reproduction of the confidentiality provisions from the Community Mediation Centres Act.

4.2 On the other hand, it may be useful to provide statutorily the circumstances under which a disclosure is permitted. Community Mediation Centres are allowed to disclose information in certain statutorily permitted circumstances⁹. Recent cases in Australia have allowed statements that transpired in the course of mediation to be admitted as evidence, as judges are of the view that they are relevant in determining if there was harsh and unconscionable conduct or duress, which would result in the setting aside of the mediation agreement¹⁰. While a blanket moratorium safeguards information provided by a party in a mediation setting and may thus encourage mediation, this may result in injustice to the same party unless other suitable safeguards or remedies (eg, against duress, fraud or mistake) are provided. However, we also recognise that drafting disclosure parameters may indeed be a difficult task, especially if concepts such as “duress” or “mistake”, well-established with their intricacies under common law would have to be expressed in legislation.

Q: Need the duty of confidentiality be imposed by statute on mediators?

Q: Is there a need to provide for circumstances of permitted disclosure in statute and what may these be?

PRIVILEGED COMMUNICATION

5. There is nothing that prevents a court from issuing a subpoena to mediators and other witnesses if a matter once subject to mediation proceeds to the courts. Under the Community Mediation Centres Act, there is protection against such subpoenas in a limited manner - if it is for the purposes of fair disposal of the case or to save costs, the protection is lifted. The lack of such protection may curtail the effectiveness of mediation or discourage parties from going for mediation. However the extent of such protection should also be carefully studied so that if any case proceeds to litigation, the court is not deprived of important evidence.

5.1 The US Uniform Mediation Act and the UNCITRAL Working Paper draft set out in Annex A contain provisions for information disclosed to the mediator to be privileged. However, exceptions are provided, for example, if the information discloses evidence of a crime committed.

⁹ section 20

¹⁰ *Williams & Ors v Commonwealth Bank of Australia* (unreported, as of 27 Sep 1999), *Commonwealth Bank of Australia v McDonnell*, (unreported, as of 24 July 1997), both culled from Cowling and Rogers, "Confidentiality and Mediation", Dec 2000, V 6 Solutions (published by the Ministry of Law)

5.2 Extending from this, it is also timely to consider whether legal professional privilege should continue to apply to communications between a party and his lawyer or third parties if such communications are disclosed to a mediator in the course of mediation proceedings.

5.3 We should also consider whether marital privilege should continue to apply to communications between spouses that are disclosed to a mediator in the course of mediation proceedings. The latter would be an interesting consideration, especially in mediation proceedings for family matters between spouses.

Q: Should the law provide for privileged communication between parties and mediator?

If so, are there any exceptions to such privilege which may be desirable?

Should the legal professional privilege continue to apply to privileged communications that are disclosed in the course of mediation proceedings?

If so, are there any exceptions to such privilege which may be desirable?

Should the marital privilege continue to apply to privileged communications that are disclosed in the course of mediation proceedings?

If so, are there any exceptions to such privilege which may be desirable?

FACILITATING JOINT AND SEPARATE COMMUNICATIONS TO MEDIATOR

6. A unique feature of the mediation process is that the mediator can call a caucus and speak to the parties individually, and keep the information disclosed to him from the other party. The UNICTRAL Working Paper provides for this and for a party to agree on whether the information may be disclosed to the other party¹¹.

¹¹ see draft provision in Annex A

Q: *Please see the UNCITRAL Working draft provisions in Annex A. Do you think it is desirable to provide for this in legislation?*

IMMUNITY OF MEDIATORS AND MEDIATION INSTITUTIONS

7. The Community Mediation Centres Act provides for such immunity for the mediators and officers and employees of Mediation Centres for all things done in good faith¹². The conferment of immunity on officers and employees of Mediation Centres presumably covers appointment matters as well. However Community Mediation Centres are set up by statute and are periodically evaluated by the Minister, so the credibility of Community Mediation Centres is not so much at stake that immunity provisions are objectionable. For privately-run mediation centres, would there be a good justification to confer legislative immunity? There is a strong case to argue that the Singapore Mediation Centre ("SMC") should be specifically referred to for conferment of immunity as it is a national institution mandated to perform the Singapore Academy of Law's function of providing ADR services and is accountable to the Senate of the Singapore Academy of Law (whose members include the Chief Justice and the Attorney-General). The conferment of immunity would facilitate the work of SMC in promoting mediation in Singapore.

Q: *Should legislation provide for immunity for all mediation centres and mediators? Or should legislation provide immunity only for specific reputable mediation centres?*

ELECTRONIC MEDIATION

8. There may be a need to provide for special procedures and safeguards where mediation takes place in cyberspace, and not in a physical location face to face. Safeguards may be needed in terms of confidentiality issues, verification of identities of parties, and matters relating to participation and withdrawal from the mediation. The Subordinate courts runs e@dr, which is an electronic dispute resolution process offered by the Subordinate Courts in association with the Ministry of Law, the Singapore Mediation Centre ("SMC"), the Singapore International Arbitration Centre ("SIAC"), the Trade Development Board

¹² section 17, see Annex A

and the Economic Development Board. *e@dr* seeks to leverage on the use of technology to help resolve disputes¹³.

8.1 The Singapore Mediation Centre and the Singapore International Arbitration Centre are also developing a suite of online alternate dispute resolution services including mediation. Mediation may be conducted in real time through internet chat and shared applications as well as through asynchronous means such as e-mail. Thus, the technological issues raised may be even more complex than those in *e@dr* which primarily uses e-mail as a method to facilitate the mediation process¹⁴.

8.2 However, some of these issues may be highly technical and more relevant to be addressed in legislation providing for electronic transactions. Thus, we would like to seek feedback on any mediation-specific issues that may arise in electronic mediation.

Q: Is it necessary to provide for special legislation to cater for electronic mediation?

ENFORCEABILITY OF SETTLEMENT AGREEMENTS REACHED THROUGH MEDIATION

9. Unlike an arbitral award that is conferred binding status by statute and enjoys reciprocal enforcement in countries party to the New York

¹³ *e@dr* is for disputes which arise directly or indirectly out of e-commerce transactions. This includes disputes on the sale of goods and provision of services, as well as disputes on intellectual property rights and domain names. *e@dr* allows parties to exchange information, and move towards a mutually acceptable settlement using ordinary internet access and e-mail. All communications and information received will be kept strictly confidential and will be used only for the purposes of resolving the matter on *e@dr*.

¹⁴ ECADR is the working title for a comprehensive range of online ADR services that the SMC is developing in collaboration with the Singapore International Arbitration Centre ("SIAC") and the Singapore Academy of Law. It is scheduled to be launched towards the end of 2001. At its launch, the website will feature 5 services: electronic blind bidding, mediation, neutral evaluation, med-arb and arbitration. Electronic blind bidding refers to an automated settlement process in which the parties disclose offers to settle a dispute not to each other but to a computer which calculates how close the parties are to settlement, and the dispute is settled when the offers fall within an agreed range. Apart from electronic blind bidding, the website will also allow modified versions of mediation, neutral evaluation, med-arb and arbitration to be conducted in real time through internet chat and shared applications as well as through asynchronous means such as e-mail. The use of teleconferencing and internet video-conferencing when the technology is ready would also be explored.

Convention, the mediated agreement is binding only in terms of ordinary contractual principles. Thus, the breach of a settlement agreement would be treated as a breach of contract and judgment would have to be obtained in court to determine the appropriate enforcement. The court may be able in certain types of settlement agreements, grant according to the terms of such agreement, for example, if the settlement agreement is for the payment of a sum of money, the court may affirm it as a payment of debt. However, it is uncertain that the terms of every settlement agreement can be enforced as on the agreed terms as that would be akin to asking the court for specific performance in settlement agreements. We should consider whether legislation should buttress the status of a mediated agreement or leave it to ordinary contractual rules.

9.1 The Community Mediation Centres Act does not provide for the enforceability of settlement agreements. However, the US Uniform Mediation Act and the UNCITRAL working draft recommend some form of enforceability to be enshrined in law. The US Uniform Act explores the possibility of obtaining summary judgment for enforcement. However, as we express in Annex A, such an approach would deprive the courts of any power to review the agreement, and settlement agreements drawn up by parties themselves may be ambiguous and difficult or impractical to enforce.

9.2 Where settlement agreements are not drawn up by an institution or under the purview of lawyers, there may be less justification in conferring upon them automatic enforceability. However, if we wish as a matter of public policy to elevate the status of settlement agreements, certain conditions may need to be legislated so that parties are not unduly prejudiced by the enforceability provisions, for example, that the settlement agreement has to be reduced in writing and attested to by a lawyer.

9.3 Where parties are referred to mediation after commencing proceedings in court, the settlement agreement may be enforced by entering a consent judgment according to the terms of the settlement agreement. Similarly, where parties are referred to mediation after commencing arbitration, the settlement agreement may be enforced by entering an arbitral award on agreed terms. Such an award would then be enforced as an arbitral award.

Q: *Should there be a special regime of enforcement applicable to a settlement agreement?*

How do you recommend that a settlement agreement be enforced?

REVIEW OF MEDIATION PROCESS OR SETTLEMENT AGREEMENT

10. There is currently no provision in the Community Mediation Centres Act dealing with review of the mediation process or settlement agreement. Review of settlement agreements under current law would be based on contractual principles such as mistake, duress and undue influence. However, there is the concern that providing for curial intervention in law would entail more litigation and curtail the effectiveness of mediation.

Q: Is it necessary to provide for review of the mediation process or mediated agreements in law?

RECONCILIATION WITH STATUTORY MEDIATION

11. Under the Housing Developers (Control and Licensing) Rules, the Executive Condominium Housing Scheme Regulations and the Sale of Commercial Properties Rules, there are provisions that require the disputing parties to consider referring the matter for mediation by the Singapore Mediation Centre before proceeding to litigation. Under the Architects (Professional Conduct and Ethics) Rules 2001, the Board of Architects may, with the consent of the disputing parties, refer the parties for mediation before such person as may be agreed by the parties or, failing such agreement, as the Board or any mediation centre may appoint. There are also other provisions in statutes or subsidiary legislation that provide for the referral of disputes for mediation.

11.1 In view of the prevalence of statutes and subsidiary legislation that provide for mediation, the question arises whether the law should attempt to regulate the conduct of such mediations by prescribing how mediation is to be conducted. Further, having regard to the key role that the Singapore Mediation Centre plays in some of these matters, it may be timely to give the Singapore Mediation Centre an appropriate formal role in the development of mediation laws in Singapore.

Q: Should the law regulate the conduct of mediations that are provided for by statute or subsidiary legislation?

Should the Singapore Mediation Centre be given an appropriate formal role in the development of mediation laws in Singapore?

OTHER FORMS OF ALTERNATIVE DISPUTE RESOLUTION INCORPORATING MEDIATION

12. Other forms of alternative dispute resolution (“ADR”) incorporating mediation such as med-arb¹⁵ are gaining popularity and it may be necessary to provide for some form of regulation as to when mediation can proceed to arbitration before the same ADR neutral and when hybrid ADR processes such as med-arb become subject to the Arbitration Act. We note that in the Community Mediation Centres Act, adjudication or arbitration is prohibited in a mediation session¹⁶. The UNCITRAL Working draft is also considering whether a mediator should be precluded from acting as an arbitrator and vice versa¹⁷. However, in our International Arbitration Act, an arbitrator may act as a conciliator if parties consent¹⁸. It is uncertain if there is any benefit in providing legislation to curtail the involvement of mediators

¹⁵ Med-arb (or mediation-arbitration) is a hybrid dispute resolution process that brings together the elements of both mediation and arbitration. In med-arb, the parties will first attempt to resolve their dispute by mediation. Where the mediation does not result in a settlement, the parties will proceed to arbitration. Where the parties choose med-arb as their dispute resolution mechanism, they prescribe a fixed time frame during which they will retain control over how the dispute will be resolved and work towards a voluntary settlement with the other party, after which they agree to relinquish control over the outcome and opt for a final determination of the dispute by a neutral person. Med-arb therefore strikes a balance between party autonomy and finality in dispute resolution. However, although a mediator may also act as the arbitrator, it is usually not recommended.

The SMC-SIAC (Singapore Mediation Centre-Singapore International Arbitration Centre) med-arb service provides a seamless transition from mediation at the SMC to arbitration at the SIAC. Parties who wish to avail themselves of the med-arb service may incorporate the SMC-SIAC med-arb clause in their contracts. A party may start the med-arb process by delivering a Notice of Arbitration together with a Request for Mediation to the SMC and the other party or parties. The Notice of Arbitration shall contain the particulars prescribed for a Notice of Arbitration under the applicable arbitration rules of the SIAC (“SIAC Rules”). Both the Notice of Arbitration and the Request for Mediation may be incorporated in the same document. Arbitration at the SIAC is deemed to commence on the date the Notice of Arbitration is delivered to the SMC. However, all subsequent steps in the arbitration will be stayed pending mediation at the SMC. One unique feature of this med-arb service is that it gives the parties the option of recording a settlement reached during mediation in the form of an arbitral award on agreed terms. If the mediation fails to produce a settlement acceptable to the parties within 4 weeks of the date of the first mediation session, or such other period as the parties may agree to, the mediation will terminate and the arbitration will resume. The SMC will transfer the matter to the SIAC for resolution by arbitration in accordance with the applicable SIAC Rules. Generally, the arbitral tribunal should comprise an arbitrator or arbitrators who did not serve as a mediator or mediators in the same case. The SMC-SIAC Med-Arb service is governed by rules promulgated by the SMC and SIAC.

¹⁶ section 10(4)

¹⁷ Some members of the UNCITRAL Working Group felt that the switching into or out of an arbitration process may impair the integrity of the arbitration process and affect the enforcement of an arbitral award.

¹⁸ Section 17

in arbitration and vice versa. If parties knowingly agree to such an arrangement, why should the law object to it, unless there are pressing public policy reasons to protect parties? It may be prejudicial to parties if the mediator subsequently turns into the arbitrator, if for example, a party has been less than cooperative, he may wonder if the arbitrator would be biased against him for his previous un-cooperativeness. However, the ordinary laws of arbitration may suffice to allow parties to challenge the appointment of the arbitrator concerned.

Q: Is it necessary to provide any special legislation for med-arb?

Is there any necessity to limit the involvement of mediators in arbitration or vice versa in respect of the same dispute?

MEDIATOR'S GENERAL DUTY IN MEDIATION PROCESS

13. The UNCITRAL Working draft contains a provision for mediators to act with "objectivity, fairness and justice". General propositions of duty are often criticised for vagueness and uncertainty if such duties are breached. Other than parties terminating the mediation, would there be any other remedy parties may obtain due to a mediator's breach?

Q: Is it useful to set out a general provision on mediators' duty?

COMMENCEMENT OF MEDIATION PROCESS

14. The UNCITRAL Working Group proposed that there should be clarification on when a mediation starts. The proposed draft provides that the time of commencement is when a written invitation by one party to mediate is accepted in writing by the other party. The point in time for commencement of mediation is important in the light of another UNCITRAL Working Group proposal, ie whether statutory and contractual limitation periods should stop running when a party commences mediation proceedings. The UNCITRAL Working Group was of the view that the temporary cessation of the running of the limitation period upon commencement of conciliation is useful as it encourages the parties to try conciliation and preserves their rights without them having to resort to any adversarial process.

Q: Should we provide for the limitation period of a matter to cease running upon the commencement of mediation?

What do you think is an appropriate point in time to determine commencement of mediation proceedings?

TERMINATION OF MEDIATION PROCEEDINGS

15. The Community Mediation Centres Act provides for parties to withdraw anytime from a mediation. It is not stated that a desire to withdraw has to be intimated in any specific manner for it to be effective. The UNCITRAL Working Group provides for termination to be done by a written declaration, and extends the option of termination to the conciliator as well, where further efforts at conciliation are no longer justified.

Q: Is it necessary to provide in law as to who may terminate mediation proceedings and how?

Please send your feedback -

- via snail mail- to Head, Law Reform and Revision Division, Attorney-General's Chambers, 1 Coleman Street, #05-04 The Adelphi, Singapore 179803,



- via fax, at 6332 4700, or



- via e-mail, at agc_LRRD@agc.gov.sg

Please see overleaf for the consolidated list of questions in this paper.

For your convenience, the list of questions are as follows:

General question: Do you think mediation laws are necessary to facilitate or regulate the mediation process?

*Q: Should mediation clauses be made legally enforceable?
(see paragraph 2)*

Q: Should legislation provide for a stay of legal proceedings if the subject matter of the dispute is also a subject of a mediation clause?

*Q: Should legislation provide for the separability of mediation clauses from the main contract?
(see paragraph 3)*

Q: Need the duty of confidentiality be imposed by statute on mediators?

*Is there a need to provide for circumstances of permitted disclosure in statute and what may these be?
(see paragraph 4)*

Q: Should the law provide for privileged communication between parties and mediator?

Q: If so, are there any exceptions to such privilege which may be desirable?

Q: Should the legal professional privilege continue to apply to privileged communications that are disclosed in the course of mediation proceedings?

Q: If so, are there any exceptions to such privilege which may be desirable?

Q: Should the marital privilege continue to apply to privileged communications that are disclosed in the course of mediation

*Q: If so, are there any exceptions to such privilege which may be desirable?
(see paragraph 5)*

- Q: *Please see the UNCITRAL working draft provisions in Annex A. Do you think it is desirable to provide for this in legislation? (see paragraph 6)*
- Q: *Should legislation provide for immunity for all mediation centres and mediators? Or should legislation provided immunity only for specific reputable mediation centres? (see paragraph 7)*
- Q: *Is it necessary to provide for special legislation to cater for electronic mediation? (see paragraph 8)*
- Q: *Should there be a special regime of enforcement applicable to a settlement agreement?*
- Q: *How do you recommend that a mediated agreement be enforced? (see paragraph 9)*
- Q: *Is it necessary to provide for review of the mediation process or mediated agreements in law? (see paragraph 10)*
- Q: *Should the law regulate the conduct of mediations that are provided for by statute or subsidiary legislation? (see paragraph 11)*
- Q: *Should the Singapore Mediation Centre be given an appropriate formal role in the development of mediation laws in Singapore?*
- Q: *Is it necessary to provide any special legislation for med-arb?*
- Q: *Is there any necessity to limit the involvement of mediators in arbitration or vice versa in respect of the same dispute? (see paragraph 12)*
- Q: *Is it useful to set out a general provision on mediators' duty? (see paragraph 13)*
- Q: *Should we provide for the limitation period of a matter to cease running upon the commencement of mediation?*

- Q: *What do you think is an appropriate point in time to determine commencement of mediation proceedings?
(see paragraph 14)*
- Q: *Is it necessary to provide in law as to who may terminate mediation proceedings and how?
(see paragraph 15)*

ANNEX A

This Annex sets out the possible legislative precedents that may be considered if the various aspects discussed in the consultation document are to be provided for by written law. ***The paragraph numbers used in this Annex correspond to the paragraph numbers assigned to the highlighted issues in the Discussion Paper.***

Enforceability of mediation clauses

2. *No legislative precedent found. In fact, section 12 of the Community Mediation Centres Act provides expressly for mediation to be voluntary and that parties may withdraw anytime from the mediation as they wished.*

Separability of mediation clauses

3. *No legislative precedent.*

Confidentiality

4. *Precedent from Community Mediation Centres Act:*

Secrecy

20. A person who is a mediator, a Director, a member of the staff of the Community Mediation Centre or a person making an evaluation under section 16 or carrying out research referred to in paragraph (e) may disclose information obtained in connection with the administration or execution of this Act only as follows:

- (a) with the consent of the person from whom the information was obtained;
- (b) in connection with the administration or execution of this Act;
- (c) where there are reasonable grounds to believe that disclosure is necessary to prevent or minimise the danger of injury to any person or damage to any property;
- (d) where the disclosure is reasonably required for the purpose of referring any party or parties to a mediation session to any person, agency, organisation or other body and the disclosure is made with the consent of the parties to the mediation session for the purpose of aiding in the resolution of a dispute between those parties or assisting any such parties in any other manner;

- (e) where the disclosure does not reveal the identity of a person without the consent of the person and is reasonably required for the purposes of research carried out by, or with the approval of, the Director or an evaluation pursuant to section 16; or
- (f) in accordance with any order of the court or a requirement imposed by or under any written law.

LRRD's views: It is useful to set out the extent of the duty of confidentiality of both the mediation centre and mediator. However, the exceptions provided in the Community Centres Mediation Act may be further reviewed if they apply to mediation generally.

Privileged communication

5. Precedent from the Community Centres Mediation Act:

Subpoena in litigation or arbitration

18.—(1) A registrar shall not, for the purpose of any court proceedings which relates to or is connected with a dispute referred to a mediator of a Community Mediation Centre, issue —

- (a) a writ of subpoena ad testificandum for the attendance before the court of the mediator, the Director or any member of the staff, employee or officer of the Community Mediation Centre; or
- (b) a writ of subpoena duces tecum for the production to the court of any of the records or documents of the Centre,

unless the registrar is satisfied that, having regard to all the circumstances of the case, such attendance or production is necessary for the fair disposal of the case or to save costs.

(2) Where an order is made by the registrar under subsection (1) (b), it shall be sufficient compliance for the Centre to produce certified true copies of any of the records or documents and such copies shall, subject to section 19, be admissible as evidence of the facts stated or contained therein.

(3) For the purposes of this section —

"court" includes an arbitral tribunal;

"registrar" means —

- (a) the Registrar, the Deputy Registrar or an Assistant Registrar of the Supreme Court in all cases where proceedings are taken in the Supreme Court; and
- (b) the registrar or a deputy registrar of the subordinate courts in all cases where proceedings are taken in a subordinate court.

Privilege

19.—(1) Subject to subsection (2), the like privilege with respect to defamation exists with respect to —

- (a) a mediation session; or
- (b) a document or other material sent to, or produced at, a Community Mediation Centre for the purpose of enabling a mediation session to be arranged,

as exists with respect to judicial proceedings and a document produced in judicial proceedings.

(2) The privilege conferred by subsection (1) shall not extend to a publication made otherwise than —

- (a) at a mediation session;
- (b) as provided by subsection (1) (b); or
- (c) as provided by section 20 (secrecy provision).

(3) Evidence of anything said or of any admission made in a mediation session is not admissible in any proceedings before any court, tribunal or body.

(4) A document prepared for the purposes of, or in the course of, or pursuant to, a mediation session, or any copy thereof is not admissible in evidence in any proceedings before any court, tribunal or body.

(5) Subsections (3) and (4) shall not apply with respect to any evidence or document —

- (a) where the persons in attendance at or named during the mediation session and, in the case of a document, all persons named in the document consent to admission of the evidence or document;

- (b) in proceedings instituted with respect to any act or omission in connection with which a disclosure has been made pursuant to section 20 (c) (see above secrecy provision); or
- (c) if the court is satisfied that, having regard to all the circumstances of the case, the admission of the evidence or document is necessary for the fair disposal of the case or to save costs.

(6) In this section, “mediation session” includes any step taken in the course of making arrangements for a mediation session or in the course of the follow-up of a mediation session.

Precedent from the US Uniform Mediation Act

SECTION 5. PRIVILEGE AGAINST DISCLOSURE

- (a) In a civil proceeding before a court; a proceeding before an administrative agency, an arbitration panel, or other tribunal, including a juvenile court; or in a criminal misdemeanor proceeding, the following rules apply:
 - (1) A party may refuse to disclose, and may prevent any other person from disclosing, a mediation communication.
 - (2) A mediator may refuse to disclose, and may prevent any other person from disclosing, a mediation communication of the mediator.
 - (3) A mediator may refuse to disclose evidence of a mediation communication.
 - (4) A nonparty participant may refuse to disclose, and may prevent any other person from disclosing, a mediation communication of the nonparty participant.
- (b) In a felony proceeding related to a matter mediated by [State determines programs that should be covered by this provision], a party may refuse to disclose, and may prevent any other person from disclosing, a mediation communication, unless a court determines, after a hearing in camera, that the party seeking discovery or the proponent of the evidence has shown that the evidence is otherwise unavailable and that there is a need or the evidence that outweighs the importance of the interest in protecting confidentiality.

SECTION 6. ADMISSIBILITY; DISCOVERY

- (a) A mediation communication is not subject to discovery or admissible in evidence in a civil proceeding before a court; a proceeding before an administrative agency, an arbitration panel, or other tribunal, including juvenile court; or in a criminal misdemeanor proceeding, if:

- (1) the communication is privileged under Section 5;
 - (2) the privilege is not waived or precluded under Section 7; and
 - (3) there is no exception that permits disclosure of the communication under Section 8.
- (b) Evidence that is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its use in a mediation.

SECTION 7. WAIVER AND PRECLUSION OF PRIVILEGE

- (a) A privilege under Section 5 may be waived in a record, or it may be waived orally during a judicial, administrative, or arbitration proceeding, if it is expressly waived by all parties, and:
- (1) in the case of the privilege of a mediator, it is expressly waived by the mediator; and
 - (2) in the case of the privilege of a nonparty participant, it is expressly waived by the nonparty participant.
- (b) A party, mediator, or nonparty participant who makes a representation about or disclosure of a mediation communication which prejudices another person in a judicial, administrative, or arbitration proceeding is precluded from asserting the privilege under Section 5, to the extent necessary for the person prejudiced to respond to the representation or disclosure.
- (c) A person who uses or attempts to use a mediation to plan or commit a crime may not assert the privilege under Section 5.
- (d) An individual who violates a provision in Sections 9 or 10 of this [Act] (relating to disclosure by mediators and parties' right to designate a mediation participant, respectively) is not precluded by the violation from asserting the privilege under Section 5.

SECTION 8. EXCEPTIONS TO PRIVILEGE

- (a) There is no privilege against disclosure under Section 5 for:
- (1) an agreement evidenced by a record authenticated by two or more parties;

- (2) a mediation communication that is available to the public under [open records law] or that is made during a session of a mediation which is open to the public or is required by law to be open to the public;
 - (3) a mediation communication that constitutes a threat made by a mediation participant to inflict bodily injury or unlawful property damage;
 - (4) a mediation communication that is used to plan, attempt to commit, or commit a crime;
 - (5) a mediation communication offered to prove or disprove abuse, neglect, abandonment, or exploitation in a judicial, administrative, or arbitration proceeding in which a public agency is protecting the interests of an individual protected by law;
 - (6) a mediation communication offered to establish or disprove a claim or complaint of professional misconduct or malpractice filed against a mediator; or
 - (7) a mediation communication offered to establish or disprove a claim or complaint of professional misconduct or malpractice filed against a party or representative of a party based on conduct occurring during a mediation, if offered through evidence provided by an individual other than a mediator.
- (b) There is no privilege under Section 5 if a court, administrative agency, or arbitration panel finds, after a hearing in camera, that the party seeking discovery or the proponent of the evidence has shown that the evidence is not otherwise available, that there is a need for the evidence that substantially outweighs the interest in protecting confidentiality, and:
- (1) the mediation communication is offered to establish or disprove a claim or complaint of professional misconduct or malpractice filed against a party or a representative of a party based on conduct occurring during a mediation, if offered through evidence provided by a mediator;
 - (2) the mediation communication is offered in a judicial, administrative, or arbitration proceeding to prove a claim or defense under other law sufficient to set aside, rescind, or reform a contract; or
 - (3) the mediation communication evidences a significant threat to public health or safety.
- (c) If a mediation communication is not privileged under an exception in subsection (a) or (b), only the portion of the communication necessary for the application of the exception for nondisclosure may be admitted. The

admission of particular evidence for the limited purpose of an exception does not render that evidence, or any other mediation communication, admissible for any other purpose.

Note: "Mediation communication" means an oral assertion, a record of an assertion or nonverbal conduct of an individual who intends it as an assertion that is made during a mediation or for purposes of considering, initiating, continuing, or reconvening a mediation or retaining a mediator.

Precedent from UNCITRAL Working Paper:

Article 8. Admissibility of evidence in other proceedings

(1) Unless otherwise agreed by the parties, a party who participated in the conciliation proceedings [or a third party 28] shall not rely on, or introduce as evidence, in arbitral or judicial proceedings, whether or not such arbitral or judicial proceedings relate to the dispute that was the subject of the conciliation proceedings:

- (a) Views expressed or suggestions made by a party to the conciliation in respect of [matters in dispute or] a possible settlement of the dispute;
- (b) Admissions made by a party in the course of the conciliation proceedings;
- (c) Proposals made by the conciliator;
- (d) The fact that a party to the conciliation had indicated its willingness to accept a proposal for settlement made by the conciliator.

(2) The disclosure of the information referred to in paragraph (1) of this article shall not be ordered by the arbitral tribunal or the court [whether or not the arbitral or judicial proceedings relate to the dispute that is the subject of the conciliation proceedings].

(3) Where evidence has been offered in contravention of paragraph (1) of this article, the arbitral tribunal or the court shall treat such evidence as inadmissible.

LRRD's views: Both the Community Centres Mediation Act and US Uniform Mediation Act provide for privileged communications and documents, but subject to exceptions of waiver and where it is necessary to safeguard a more important interest (such as where a crime may be committed). Section 8(b)(2) of the US model appears to lend support to the line of Australian authorities referred to in the Consultation paper- that

privilege is to be excluded if there is evidence relevant to determining if the settlement agreement ought to be set aside, for reasons such as undue influence or duress.

We note with interest that the protected "mediation communication" under the US model seems to be restricted to records of what parties may have said or implied in or for the mediation and may not include documents that are prepared for the mediation or other documents of relevance to the resolution of the disputes. In this respect, our Community Mediation Centres Act seems to be wider in scope.

The UNCITRAL Working Paper sets out what are inadmissible in arbitral or judicial proceedings. However, exceptions are not provided [yet].

Facilitating joint and separate communications to mediator

6. *Precedent from UNCITRAL Working Paper:*

Article 3 Communication between conciliator and parties

Unless otherwise agreed by the parties, the conciliator and a panel of conciliators may meet or communicate with the parties together or with each of them separately.

Article 4 Disclosure of information

[Alternative 1:] When the conciliator or the panel of conciliators receives information concerning the dispute from a party, it may disclose the substance of that information to the other party in order that the other party may have the opportunity to present any explanation which it considers appropriate. However, [the parties are free to agree otherwise, including that] the conciliator or the panel of conciliators shall not disclose information received from a party, when the party gives the information to the conciliator or the panel of conciliators subject to a specific condition that it be kept confidential.

[Alternative 2:] Subject to the agreement of the parties, nothing which is communicated to the conciliator or the panel of conciliators by a party in private concerning the dispute may be disclosed to the other party without the express consent of the party who gave the information.

Immunity of mediators and mediation institutions

7. *Precedent from the Community Centres Mediation Act:*

Exoneration from liability

17.—(1) No matter or thing done or omitted to be done by —

- (a) a mediator; or
- (b) a Director or any member of the staff, employee or officer of a Community Mediation Centre,

shall, if the matter or thing was done in good faith for the purpose of executing the provisions of this Act and did not involve any fraud or wilful misconduct, subject any of them to any action, liability, claim or demand.

(2) No person shall be concerned to inquire whether or not any circumstance has arisen requiring or authorising a person to act in the office of a Director, and anything done or omitted to be done by that person while so acting shall be as valid and effectual and shall have the same consequences as if it had been done or omitted to be done by that Director.

Representation in mediation8. *Precedent from Community Centres Mediation Act:***Representation by agent**

14.—(1) A party to a mediation session is not entitled to be represented by an agent unless —

- (a) it appears to the Director that —
 - (i) an agent should be permitted to facilitate mediation; and
 - (ii) the agent proposed to be appointed has sufficient knowledge of the matter in dispute to enable the agent to represent the party effectively; and
- (b) the Director so approves.

(2) Subsection (1) shall not prevent —

- (a) where a body corporate is a party to a mediation session — an officer of the body corporate;
- (b) where a corporation that is a body corporate constituted under section 33 of the Land Titles (Strata) Act (Cap.158) is a party to a mediation session — a council or committee member or its managing agent;

- (c) where a statutory body is a party to a mediation session — an officer of the statutory body; or
- (d) where a society registered under section 4 of the Societies Act (Cap. 311) is a party to a mediation session — an officer of the society as defined in section 2 of that Act,

from representing that company, corporation, body corporate or society, as the case may be.

(3) Where a Director approves of the representation of a party by an agent, the approval of the Director may be given subject to such conditions as the Director considers reasonable to ensure that any other party to the mediation session is not substantially disadvantaged by the agent appearing at the mediation session and, where the Director does so, the entitlement of the agent to represent the party shall be subject to compliance by the agent with those conditions.

Precedent from US Uniform Mediation Act:

SECTION 10. PARTY'S RIGHT TO DESIGNATE MEDIATION PARTICIPANT. A party has a right to have an attorney or other individual designated by the party attend and participate in the mediation. Any waiver of this right may be rescinded.

LRRD's views: we think a party should be in a position to decide whether he wishes to be represented.

Electronic mediation

9. *No legislative precedent. However, the US Uniform Mediation Act provides for validity of electronic signatures.*

Enforceability of settlement agreements

10. *Precedent from the Community Centres Mediation Act:*

Settlement or agreement to be reduced to writing

13.—(1) The terms of any settlement or agreement reached at, or drawn up pursuant to, a mediation session shall, if the mediator thinks fit, be reduced to writing and signed by or on behalf of the parties to the mediation session.

(2) No settlement or agreement shall be binding on the parties to a mediation session unless it has been reduced to writing with a statement signed by or on behalf of the parties to this effect.

Precedent from US Uniform Mediation Act:

SECTION 12. SUMMARY ENFORCEMENT OF MEDIATED SETTLEMENT AGREEMENTS

- (a) Parties who have entered into a mediated settlement agreement evidenced by a record that has been authenticated by the parties and their attorneys, may [move] the court to enter a judgment in accordance with the settlement agreement, if:
- (1) all parties to the settlement agreement join in the [motion];
 - (2) no litigation is pending on the subject matter of the mediation;
 - (3) all parties to the settlement agreement are represented by counsel at the time the agreement is entered and the [motion] is filed;
 - (4) the settlement agreement contains a statement to the effect that the parties are all represented by counsel and desire to seek summary enforcement of their agreement;
 - (5) no party withdraws support for the [motion] before entry of judgment, and
 - (6) the agreement does not relate to a divorce or marriage dissolution.
- (b) If the requirements of subsection (a) are satisfied, the court may enter judgment. The judgment may be recorded, docketed, and enforced as any other judgment in a civil action.]

Precedent from UNCITRAL Working Paper:

Article 12. Enforceability of settlement

If the parties reach agreement on a settlement of the dispute and the parties and the conciliator or the panel of conciliators have signed the binding settlement agreement, that agreement is enforceable [*the enacting State inserts provisions specifying provisions for the enforceability of such agreements*].

LRRD's views: The US provision is unsatisfactory in one respect, ie the court is asked to rubber stamp the settlement agreement and allow it to be

enforced, but there is no provision for judicial review of the settlement agreement. However, if we adopt the position that settlement agreements are not binding, it may impede mediation as an effective means of ADR.

Judicial review of mediation

11. *No legislative precedent on judicial review.*

Reconciliation with statutory mediation

12. *No legislative precedent, but the US Uniform Mediation Act sets out the scope of application of the Act:*

SECTION 4. SCOPE

- (a) Except as otherwise provided in subsections (b) or (c), this [Act] applies to a mediation in which parties agree in a record to mediate or are directed or requested in a record by a court or governmental entity to participate in a mediation.
- (b) This [Act] does not apply to:
 - (1) a mediation of a dispute relating to the negotiation of or arising under the terms of a collective bargaining relationship;
 - (2) a mediation of a dispute involving minors which is conducted under the auspices of a primary or secondary school; or
 - (3) a conference conducted by a judge acting within the scope of judicial duties.

Derivatives of mediation

13. *Precedent from UNCITRAL Working Group on conciliator acting as arbitrator and vice versa:*

Article 9. Role of conciliator in other proceedings

- (a) Unless otherwise agreed by the parties, the conciliator shall not act as an arbitrator or as a representative or counsel of a party in any arbitral or judicial proceedings in respect of a dispute that is the subject of the conciliation proceedings.

- (b) Testimony of the conciliator regarding the facts referred to in article 7(1) shall not be admissible in any arbitral or judicial proceedings in respect of a dispute that was or is the subject of the conciliation proceedings.
- (c) Paragraphs (1) and (2) apply also in respect of another dispute that has arisen from the same contract or another contract forming part of a single commercial transaction.

Article 11. Arbitrator acting as conciliator

It is not incompatible with the function of an arbitrator if the arbitrator raises the question of a possible conciliation and, to the extent agreed to by the parties, participates in efforts to reach an agreed settlement.

Mediator's general duty in mediation process

14. *Precedent from UNCITRAL Working Paper*

Article 2. [General provisions] [Conduct of conciliation]

- (1) The conciliator or a panel of conciliators assists the parties in an independent and impartial manner in their attempt to agree on a settlement of their dispute.
- (2) The parties determine, [by reference to conciliation rules or otherwise], the selection of the conciliator or the panel of conciliators, the manner in which the conciliation is to be conducted and other aspects of the conciliation proceedings.
- (3) [Subject to agreement of the parties] [Failing such agreement] the conciliator or the panel of conciliators may conduct the conciliation proceedings in such a manner as it considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, [including any request by a party that the conciliator hear oral statements,] and the need for a speedy settlement of the dispute.
- (4) **The conciliator shall be guided by principles of objectivity, fairness and justice. [Subject to agreement of the parties, the conciliator may give consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.]**

[(5) The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute.]

Commencement of mediation process

15. *Precedent from UNCITRAL Working Paper*

Article 5. Commencement of conciliation

The conciliation proceedings in respect of a particular dispute commence on the date on which a [written] invitation to conciliate that dispute made by one party is accepted [in writing] by the other party.

Article 7. Limitation period 27

- (1) *[Alternative 1:]* When the conciliation proceedings commence, the limitation period regarding the claim that is the subject matter of the conciliation ceases to run. *[Alternative 2:]* For the purposes of the cessation of the limitation period, the commencement of the conciliation proceedings is deemed to be an act that causes the limitation period to cease to run.
- (2) Where the conciliation proceedings have terminated without a settlement, the limitation period is deemed to have continued to run. If in such a case the limitation period has expired or has less than [six months] to run, the claimant is entitled to a further period of [six months] from the date on which the conciliation proceedings terminated.

Termination of mediation proceedings

16. *Precedent from UNCITRAL Working Paper*

Article 6. Termination of conciliation 26

The conciliation proceedings are terminated:

- (a) by the signing of the settlement agreement by the parties, on the date of the agreement;
- (b) by a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration;
- (c) by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or

- (d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.

Miscellaneous

Accreditation of mediators

17. *The US Uniform Mediation Act has a provision on what a mediator must disclose before accepting a mediation:*

SECTION 9. DISCLOSURE BY MEDIATOR

[(a) Before accepting a mediation an individual who is requested to serve shall:

- (1) make an inquiry that is reasonable under the circumstances to determine whether there are any known facts that a reasonable individual would consider likely to affect the impartiality of the mediator, including a financial or personal interest in the outcome of the mediation and any existing or past relationship with a party or foreseeable participant in the mediation; and
- (2) disclose any such fact known or learned as soon as is practical before accepting appointment.]

[(b) A mediator shall disclose as soon as is practical any fact described in subsection (a)(1) learned by the mediator after accepting appointment as a mediator.]

[(c) If requested to do so by a party, a mediator shall disclose the mediator's qualifications to mediate a dispute.]

ANNEX B

LIST OF AGENCIES/INDIVIDUALS TO CONSULT

AGENCIES

1. Singapore Mediation Centre
2. Singapore International Arbitration Centre
3. Singapore Institute of Arbitrators
4. Ministry of Law
5. Law Society
6. Law Reform Committee, Singapore Academy of Law
7. Subordinate Courts
8. Supreme Court
9. Ministry of Trade and Industry/Trade Development Board
10. Eagles Mediation and Counselling Centre

INDIVIDUALS

1. Ms Teh Hwee Hwee, Consultant, Singapore Mediation Centre
2. Mr Joel Lee, Assistant Professor and Sub-Dean, Law Faculty, National University of Singapore
3. Mr George Lim, Immediate Past President, The Law Society of Singapore and Partner, Messrs Wee Tay & Lim
4. Ms Serene Wee, Director, Singapore Academy of Law
5. Mr Lawrence Boo, Arbitration Chambers
6. Ms Foo Tuat Yien, Director, PDRC/e@dr, Subordinate Courts

7. Mr Liew Thiam Leng, Senior State Counsel, Attorney-General's Chambers
8. Dr John Ng, Consultant, Eagles Mediation and Counselling Centre
9. A/P Lim Lan Yuan, School of Design and Environment, National University of Singapore
10. Ms Lim Lei Theng, Partner, Drew & Napier LLC
11. Mr Chow Kok Fong, Past President, Society of Project Managers
12. Mr Tan Kian Hoon, President SCAL and Deputy Chairman BCA