

Reglamento Mediación CAMCA (English)

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CAMCA MEDIATION RULES*

Article 1

The parties shall be deemed to have made these rules a part of their mediation agreement whenever they have provided for mediation by the Commercial Arbitration and Mediation Center for the Americas (hereinafter referred to as the "administrator") under its mediation rules. These rules, and any amendment of them, shall apply in the form obtained at the time the demand for, or submission to, mediation is received by CAMCA. The parties, by written agreement, may vary the procedures set forth in these rules.

I. Commencing the Mediation

Notice of Mediation

Article 2

1. Any party or parties to a dispute may initiate mediation by filing with the administrator a submission to mediation or a written request for mediation pursuant to these rules, together with the appropriate filing fee. Where there is no submission to mediation or contract providing for mediation, a party may request the administrator to invite another party to join in mediation. Upon receipt of such a request, the administrator will contact the other parties involved in the dispute and attempt to obtain their agreement to mediation.

2. A request for or submission to mediation shall contain a brief statement of the nature of the dispute, and the names, addresses, and telephone numbers of all parties to the dispute and their representatives, if any. The initiating party shall simultaneously file two copies of the request with the administrator and one copy with every party to the dispute.

II. The Mediator

Multi-national Panel of Mediators

Article 3

CAMCA shall establish and maintain a multi-national panel of mediators and shall appoint mediators as provided in these rules.

Appointment of Mediator

Article 4

1. If the parties have not appointed a mediator and have not mutually agreed on a method of appointment, the administrator shall send simultaneously to each party to the dispute an identical list of names of persons chosen from the multi-national CAMCA panel. Normally, a single mediator will be appointed, unless the parties agree otherwise.
2. Each party to the dispute shall have twenty (20) days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the administrator. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on the relevant lists, and in accordance with the designated order of mutual preference, the administrator shall invite the acceptance of a mediator to serve. If the parties fail to agree on any of the persons named, or if acceptable mediators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall have the power to make the appointment from among other members of the panel without the submission of additional lists. To the extent possible, the administrator will abide by any agreement of the parties regarding the desired qualifications of the mediator.

Challenge of Mediator

Article 5

Persons serving as mediators shall be independent and impartial. No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the matters in dispute between the parties or the result or outcome of the mediation. Prior to accepting an appointment, the prospective mediator shall confirm his/her availability and disclose any circumstance likely to create justifiable doubts as to impartiality or independence. Upon receipt of such information, the administrator shall either replace the mediator or immediately communicate the information to the parties for their comments. In the event that the parties disagree as to whether the mediator shall serve, the administrator will appoint another mediator. The administrator is authorized to appoint another mediator whenever the appointed mediator is unable to serve promptly.

Replacement of Mediator

Article 6

If any mediator becomes unwilling or unable to serve or is disqualified, the administrator will appoint another mediator, taking into account the expressed preferences of the parties.

Authority of Mediator

Article 7

1. The mediator does not have the authority to impose a settlement on the parties but will seek to assist them in reaching a satisfactory resolution of the dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and bear the costs of obtaining such advice. Arrangements for obtaining such expert advice shall be made by the mediator or the parties, as the mediator shall determine.
2. The mediator is authorized to end the mediation whenever, in the judgment of the mediator, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

III. General Conditions

Representation

Article 8

1. By agreeing to mediate under these rules, the parties undertake to conduct the mediation in a bona fide and forthright manner and make a serious attempt to resolve the dispute.
2. Any party may be represented in the mediation. The names, addresses and telephone numbers of such persons shall be communicated in writing to all parties and to the administrator.
3. The parties shall make every reasonable effort to ensure that their representatives have the necessary authority to settle the dispute.

Date, Time, and Place of Mediation Article 9

The mediator shall fix the date and the time of each mediation session in consultation with the parties.

The mediation shall be held at any convenient location agreeable to the mediator and the parties, as the mediator shall determine, including the most convenient office of the administrator.

Identification of Matters in Dispute Article 10

1. At least ten (10) days prior to the first scheduled mediation session, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved, its position with respect to these issues and all information reasonably required for the mediator to understand these issues. Such memoranda shall be mutually exchanged by the parties.
2. The parties will be expected to produce all information reasonably required for the parties and the mediator to understand the issues presented.
3. The mediator may require any party to supplement such information.

Privacy Article 11

Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

Confidentiality Article 12

1. Confidential information disclosed to a mediator by the parties or participants in the course of the mediation shall not be divulged by the mediator. All records, reports or other documents received or made by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversarial proceeding or judicial forum.
2. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding:
 - (a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
 - (b) admissions made by a party in the course of the mediation proceedings;
 - (c) documents, notes, or other information obtained during the mediation proceeding;
 - (d) proposals made or views expressed by the mediator; or,
 - (e) the fact that a party had or had not indicated willingness to accept a proposal.

No Stenographic Record

Article 13

There shall be no stenographic record of the mediation proceedings.

Termination of Mediation

Article 14

The mediation shall be terminated:

- (a) by the execution of a settlement agreement by the parties;
- (b) by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or,
- (c) by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

Mediation Settlement

Article 15

Parties who undertake to mediate under these rules agree to carry out any settlement agreement without delay.

Exclusion of Liability

Article 16

1. Neither the administrator nor any mediator is a necessary party in judicial proceedings relating to the mediation.
2. Neither the administrator nor any mediator shall be liable to any party for any act or omission in connection with any mediation conducted under these rules, save that they may be liable for the consequences of conscious and deliberate wrongdoing.

Interpretation and Application of Rules

Article 17

The mediator shall interpret and apply these rules insofar as they relate to the mediator's powers and duties. All other rules shall be interpreted and applied by the administrator.

Expenses

Article 18

The expenses of any information production shall be paid by the party producing such information. All other expenses of the mediation, including required travel and other expenses of the mediator and representatives of the administrator, and the expenses of any information or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

Administrative Fees

The Filing Fee

The filing fee payable in U.S. dollars at the time mediation is requested is \$500. This fee is to be borne equally or as otherwise agreed by the parties.

Additionally, the parties are charged a fee based on the mediator's time. It is suggested that parties consult the administrator for applicable rates.

There is a \$150 charge to the filing party where the administrator is requested to invite other parties to join in mediation, which will be applied to the filing fee upon obtaining the parties' agreement to mediate.

The expenses of the administrator and the mediator, if any, are generally borne equally by the parties. The parties

may vary this arrangement by agreement.

Deposits

Before the commencement of mediation, the parties shall equally deposit such portion of the fee covering the cost of mediation as the administrator shall direct and all appropriate additional sums that the administrator deems necessary to defray the expenses of the proceeding. When the mediation has terminated, the administrator shall render an accounting and return any unexpended balance to the parties.

Refunds

Once the mediation file is opened, no refund of filing fees will be made.