



# Mediation rules

**Entry into force  
01/01/2022**



**PARIS ILE-DE-FRANCE ICC  
BUSINESSES**

# MEDIATION RULES

Entry into force on 01/01/2022

## 1. Referral of a dispute to the Centre

- 1.1 The Parties may refer their dispute to the Centre through a mediation if they agree to do so when the dispute arises. It may also take place at the request of one of the parties if the parties have agreed in their contract to have recourse to the Centre for a mediation.
- 1.2 Mediation may also take place:
  - 1) at the request of one party that would like the Centre to carry out this mediation, if the other party does not object to this.
  - 2) if the Centre receives a request for arbitration and it considers that mediation may be proposed to the parties and the latter accepts this proposal.
- 1.3 The request for mediation may be sent to the Secretariat by email. It may also be sent to the Centre in paper form by means of a letter sent by ordinary or registered post. Lastly, it may be delivered by hand to the Secretariat, in paper form.
- 1.4 Regardless of the means used to communicate on the request for mediation, the Centre will only be deemed to have received the request when it has acknowledged receipt of it. It is the responsibility of the applicant to be able to provide proof of application for the request of mediation.
- 1.5 Any mediation whose organisation is entrusted to CMAP entails an obligation for the parties to comply with the present rules.
- 1.6 Only the general secretariat of the Centre is authorised to administer the mediation procedure subject to the present rules.

## 2. CMAP Secretariat

- 2.1 The CMAP Secretariat comprises a team of legal officers and employees of the Centre, under the authority of its General Delegate. Requests for mediation shall be sent to the Secretariat.
- 2.2 Any electronic communication sent to the Secretariat, in accordance with these rules, shall be sent to: [mediation@cmap.fr](mailto:mediation@cmap.fr) or, after the request for mediation has been registered, to the email address indicated by the Secretariat. All files may be sent in the form of attached files or by means of a secure link enabling them to be uploaded.

### **3. CMAP Mediation Committee**

The CMAP Mediation Committee comprises a President and members who are mediation experts, appointed in accordance with the by-laws of the Centre. It carries out the duties assigned to it by these rules for the administration of mediations.

### **4. Requests for mediation**

- 4.1 Requests for mediation shall be made to the Centre by all the parties concerned or by one of them. They must indicate:
- 1) the civil status or corporate name and address of each of the parties;
  - 2) a summary of the subject of the dispute;
  - 3) the respective proposals of the parties or the position of the party that submitted the request to the Centre;
  - 4) the amount in dispute.
- 4.2 The request will only be registered only if it is submitted with payment of the file opening fee, as set in accordance with the fee schedule in force. In all cases, this fee will be retained by the Centre.
- 4.3 When the parties agree to refer their dispute to the Centre (mediation clause, joint mediation request) the date of acknowledgement of receipt of the referral by the Centre will be deemed to be, for all purposes, the date on which the request for mediation was submitted.
- 4.4 When the parties are bound by a mediation clause designating CMAP, the request for mediation will suspend the limitation period barring any actions stemming from the contract or contracts containing the said clause, on the date on which it is received by the secretariat. The limitation period will start to run again, for a period which cannot be less than six months, either as from the date on which the Secretariat communicates to the parties the minutes of failure to act mentioned in Article 8.2, or as from the date on which, in accordance with Article 8.3, the secretariat informs the parties of the end of the mediator's mission.

### **5. The provision of information to the other party**

- 5.1 If there is a mediation clause:

When a dispute is referred to CMAP by a party that invokes the existence of a conciliation or mediation clause stipulated in the contract that is the subject of the dispute, CMAP will inform the other party that a mediation procedure has begun. It will send them these rules and grant them a timeframe of fifteen days, as from the date of first presentation of CMAP's letter sent by recorded delivery (on paper or electronically), to make their observations.

- 5.2 In the absence of a mediation clause:

As soon as the request has been recorded, the Centre will inform the other party and propose them that mediation takes place. It will send them these rules and give them a timeframe of fifteen days, as from the date of first presentation of CMAP's letter sent by recorded delivery (on paper or electronically), to respond to the proposal.

## **6. Reply to the request**

### **6.2 In the presence of a mediation clause:**

Once it has received the other party's observations, the General Secretariat of the Centre will refer the dispute to CMAP's Mediation Committee in order to appoint a mediator.

In the absence of a mediation clause:

If the other party agrees to mediation, the General Secretariat will refer the dispute to CMAP's Mediation Committee in order to appoint a mediator.

**6.3** If the parties are not bound by a mediation clause designating CMAP, the other party's agreement to have recourse to mediation organised by CMAP will suspend the limitation period time barring any actions whose object is to assert the rights in dispute referred to in the request for mediation and in the favourable response to the request for mediation. The limitation period will be suspended on the date on which the reply to the request is received by the secretariat. The limitation period will start to run again, for a period which cannot be less than six months, either as from the date on which the Secretariat communicates to the parties the minutes of failing to act of the mediation mentioned in Article 8.2, or as from the date on which, in accordance with Article 8.3, the secretariat informs the parties of the end of the mediator's mission.

**6.4** In the case of explicit refusal of the mediation proposal, or in the case of failure to reply within the timeframe provided for in Articles 3.1 and 3.2 above, the Centre will inform the party that the mediation process will not take place and close the file. The file opening fee will be retained by the Centre.

## **7. Appointment of the mediator**

**7.1** Once the parties have agreed to mediation, or on receipt of the observations if the contract contains a clause stipulating adherence to the present rules, the Mediation Committee will appoint a mediator, who will be chosen in the light of the nature of the dispute, where applicable at the proposal of the parties.

**7.2** CMAP may propose to the parties that a mediator in training be present at the meetings. In this case the latter will be under the same obligation to keep confidentiality as the appointed mediator.

**7.3** The mediator must be independent, neutral and impartial towards the parties. Where applicable, he must inform the parties, and also CMAP's General Secretariat, of any circumstances of such a nature that could, in the eyes of the parties, affect his independence and/or impartiality.

**7.4** The mediator appointed by the Mediation Committee shall sign a declaration of

independence.

- 7.5 If the mediator notes during the mediation process the existence of an element of such a nature as to call into question his independence and/or impartiality, he will inform the parties of it. If he receive the latter's written agreement, he will continue his mission. Otherwise, he will suspend the mediation. The Mediation Committee will then replace the mediator.
- 7.6 By mutual agreement between the parties, or at the proposal of the Centre if the characteristics of the dispute render this desirable, the Mediation Committee may appoint several mediators.

## **8. The role of the mediator and the course of the mediation process**

- 8.1 The mediator will help the parties find a negotiated solution to their dispute. Acting fairly and respecting the interests of each of the parties, he will define and implement the process to perform his mission. If he deem it useful, he may hear the parties separately, after having received their agreement in principle. In this case, he will take care that all the parties are treated equally and that the confidentiality of the procedure is respected.
- 8.2 If a mediation clause exists, if a party refuses mediation or fails to reply within the timeframe specified in Article 3.1, this will give rise to the General Secretariat drawing up minutes of failing to act.
- 8.3 If the mediation procedure ends without the parties having been able to reach an agreement, CMAP's General Secretariat will close the file and inform the parties. The letter thus sent will equate to a declaration that the mission has ended.
- 8.4 The duration of the mediation process cannot exceed two months as from the appointment of the mediator by the Centre. This duration may be extended by CMAP or the judge who ordered the mediation, with the agreement of the mediator and all the parties, the Centre reserving the right to automatically close the file on the expiry of a timeframe of six months as from the referral of the dispute to the mediator, in which case the administrative fees and expenses will be retained by the Center.
- 8.5 If the mediator considers that the mediation procedure is not going to end up at an agreement, he may end his mission on his own initiative. Likewise and at any time, each of the parties may freely end the mediation procedure.
- 8.6 If the mediator considers that he is unable to continue his mission, he will suspend it and notify CMAP's General Secretariat of this immediately. If the parties express a wish to replace the mediator, the Mediation Committee will replace the mediator as soon as possible.
- 8.7 If an agreement is reached during the mediation procedure, this will be the subject of a document signed by the parties.
- 8.8 The mediator cannot be appointed as an arbitrator or intervene in any subsisting dispute on any score whatsoever, except at the written request of all the parties.

- 8.9 In the scenario provided for in Article 1.2 the parties may request at any time that the mediation procedure is brought to an end, and where applicable that the arbitration procedure commence immediately.
- 8.10 In the case of a dispute of an international nature, the parties may ask the mediator if he is willing to be appointed as an arbitrator by the Centre in order to make an arbitral award on agreed terms.

If the mediator agrees to this, CMAP will open an arbitration procedure. In addition to the expenses and fees due on the score of the mediation procedure, half of the expenses and fees due on the score of the arbitration procedure will be added, on the basis of the minimum of the bracket applicable to the dispute, as specified in the fee schedule appended to the arbitration rules in force on the date of the initial referral of the dispute to the Centre.

After payment of the amount that may be due on the score of this arbitration procedure, the Arbitration Committee will receive a request to approve the appointment of the arbitrator.

The award will be issued under the conditions set out in CMAP's arbitration rules.

## **9. Confidentiality**

- 9.1 The mediator, the parties and their advisors will be compelled to maintain the strictest possible confidentiality in respect of all aspects relating to the mediation; no finding, declaration or proposal presented or made to the mediator or made by them, and no document produced during the mediation procedure may be used subsequently, even in judicial proceedings, without the formal agreement of all the parties.
- 9.2 Unless otherwise agreed by the parties, the existence of the mediation process is not subject to the principle of confidentiality.

## **10. The mediation expenses and fees**

- 10.1 The mediation expenses and fees will be set, as the case may be, in the light of the fixed or proportional fee schedule appended to the present rules that are in force at the time of referral of the dispute to the Centre.
- 10.2 During a mediation procedure which is not subject to the fixed fee schedule, the Centre may request payment of an additional provision as an advance to be used to pay the definitive expenses and fees.
- 10.3 Unless otherwise agreed by the parties, the expenses and fees will be shared out equally among them. If the parties decide on another apportionment, the mediator will have them sign an agreement concerning the apportionment of the mediation expenses and fees.

## **11. Interpretation and rules in force**

- 11.1 The Centre alone will interpret these rules and any part of them.
- 11.2 The request for mediation will be processed in accordance with the rules and the fee schedule in force on the date of its submission.

