

CMM MEDIATION RULES

1. Referral of a dispute to the CMM

- 1.1. Mediation is initiated at the request of the parties when they agree to it at the onset of the dispute. It may also be initiated at the request of one of the parties when they have agreed to it in the terms of their contract.
- 1.2. Mediation may also take place at the request of one party that wishes the Centre to carry out this mediation, if the other party does not object to this.
- 1.3. The request for mediation may be sent to the General Secretariat by email. It may also be sent to the Centre in paper format by regular or registered mail. Finally, it may be delivered by hand to the General Secretariat, in paper format.
- 1.4. Regardless of the method used to send the request for mediation, the CMM is only considered seized once it has acknowledged receipt of the request.. It is the responsibility of the the applicant to provide proof of the submission.
- 1.5. Any mediation whose organisation is entrusted to CMM implies the parties' agreement to the present rules.
- 1.6. Only the General Secretariat of the CMM is authorised to administer the mediation procedure subject to the present rules.

2. CMM General Secretariat

Any request or communication sent to the General Secretariat, in accordance with these rules, by electronic means, must be sent to : contact@centre-mediation-mer.fr, or, once the mediation request has been registered, to the electronic adress indicated by the General Secretariat. All files may be sent as attachments or via a secure link allowing them to be downloaded.

3. Request for mediation

- 3.1. The CMM is seized, at the request of the parties or one of them, of a mediation request which indicates:
 - 1° the civil status or corporate name and address of each of the parties ;
 - 2° a brief description of the dispute ;
 - 3° their respective positions or the position of the party that has submitted the request to the CMM ;
 - 4° the amount in dispute ;
- 3.2. The request will only be registered if it is accompanied by the payment of the filing fees, as set in accordance with the fee schedule in force, in application of Article 9 of these regulations. In any case, this fee will be retained by the CMM.

- 3.3. When the parties agree to submit their dispute to the CMM (mediation clause, joint mediation request) the date of acknowledgement of receipt of the request by the CMM is deemed to be, for all purposes, the date of initiation of the mediation.
- 3.4. When the parties are bound by a mediation clause designating CMM, the request for mediation will suspend the limitation period for all actions arising from the contract or contracts containing the said clause, on the date on which it is received by the General Secretariat. The limitation period will recommence, for a period of no less than six months, either from the date on which the General Secretariat communicates to the parties the report of non-performance mentioned in Article 7.2 or from the date on which, in accordance with article 7.3, the General Secretariat informs the parties of the end of the mediator's mission.

4. *Informing the other party*

- 4.1. If there is a mediation clause :

When a dispute is referred to CMM by a party that invokes the existence of a conciliation or mediation clause stipulated in the contract that is the subject of the dispute, CMM will inform the other party that a mediation procedure has been launched. It will send them the present rules and grant them a period of fifteen days, from the date of the first presentation of CMM's registered mail (paper or electronic), to provide their observations.

- 4.2. In the absence of a mediation clause :

As soon as the request has been recorded, the CMM will inform the other party and proposes the implementation of mediation. It will send them the present rules and give them a period of fifteen days, from the date of the first presentation of CMM's registered mail (paper or electronic), to respond to the proposal.

5. *Reply to the request*

- 5.1. In the presence of a mediation clause :

Once it has received the other party's observations, the General Secretariat of the CMM will appoint a mediator.

- 5.2. In absence of a mediation clause :

If the other party agrees to mediation, the General Secretariat will appoint a mediator.

- 5.3. If the parties are not bound by a mediation clause designating the CMM, the other party's agreement to have recourse to mediation organised by the CMM will suspend the limitation period time barring any actions whose object is to assert the disputed rights referred to in the request for mediation and in the response to this request . The limitation period will recommence on the date on which the reply to the request is received by the General Secretariat. The limitation period will recommence, for a period of no less than six months, either from the date on which the General Secretariat communicates to the parties the report of non-performance mentioned in Article 7.2 or from the date on which, in accordance with article 7.3, the General Secretariat informs

the parties of the end of the mediator's mission.

- 5.4. In the case of explicit refusal of the mediation proposal, or in the case of failure to reply within the period provided for in Articles 4.1 and 4.2 above, the CMM will inform the party that submitted the request and will close the file. The file opening fee will be retained by the CMM.

6. *Appointment of the mediator*

- 6.1. Once the parties have agreed to mediation, or upon 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 light of the nature of the dispute, or where applicable, on the parties proposal.
- 6.2. Unless the parties to the mediation agree otherwise, the CMM may authorise the presence of a trainee mediator. The latter is then bound by the same obligation of confidentiality as the appointed mediator.
- 6.3. The mediator must be independent, neutral and impartial towards the parties. Where applicable, he must inform the parties, and also CMM's General Secretariat, of any circumstances of such a nature that could, in the eyes of the parties, affect his independence and/or impartiality.
- 6.4. The mediator appointed by the Mediation Committee shall sign a declaration of independence.
- 6.5. 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 shall inform the parties of it. If he receives the parties written agreement, he shall continue his mission. Otherwise, he will suspend the mediation. The General Secretariat will then appoint a replacement mediator.
- 6.6. By mutual agreement between the parties, or at the suggestion of the CMM when the case characteristics warrant it, the General Secretariat may appoint several mediators.

7. *The role of the mediator and the mediation process*

- 7.1. The mediator will help the parties find a negotiated solution to their dispute. Acting fairly and respecting the interests of each of the parties, the mediator is in control of the methods for carrying out the mission. If he deems it useful, he may hear the parties separately, after having received their agreement in principle. In this case, he will ensure that all the parties are treated equally and that the confidentiality of the procedure is respected.
- 7.2. When a mediation clause exists, a party's refusal or failure to respond within the time frame set forth in Article 4.1, results in the General Secretariat preparing a report of non-performance.
- 7.3. If the mediation procedure ends without the parties reaching an agreement, CMM's General Secretariat will close the file and inform the parties. The letter sent for this

purpose serves as a confirmation of the conclusion of the mediator's mission.

- 7.4. The duration of the mediation process cannot exceed two months from the appointment of the mediator by the CMM. This duration may be extended by the CMM or the judge who ordered the mediation, with the agreement of the mediator and all the parties. The CMM reserves the right to close the file *ex officio* after a period of six months from the referral of the dispute to the mediator, in which case the administrative fees and expenses will be retained by the Centre.
- 7.5. If the mediator considers that the mediation process will not lead to an agreement, he may end his mission on his own initiative. Similarly, at any time, each of the parties may freely end the mediation procedure.
- 7.6. If the mediator considers that he is unable to continue his mission, he will suspend it and promptly notify CMM's General Secretariat. If the parties express a wish to replace the mediator, the General Secretariat will appoint a replacement mediator as soon as possible.
- 7.7. If an agreement is reached during the mediation procedure, it will be the subject of a document signed by the parties.
- 7.8. The mediator cannot be appointed as an arbitrator nor intervene in any capacity in the ongoing dispute, except at the written request of all the parties.

8. *Confidentiality*

- 8.1. The mediator, the parties and their Lawyers are bound by the strictest confidentiality in respect of all aspects of the mediation ; no findings, statements or proposals made before or by the mediator, and no documents produced during the mediation may be used subsequently, even in judicial proceedings, without the formal agreement of all the parties.
- 8.2. Unless otherwise agreed by the parties, the existence of the mediation process is not subject to the principle of confidentiality.

9. *The mediation expenses and fees*

- 9.1. The mediation expenses and fees are determined, as the case may be, based on the fixed or proportional fee schedule annexed to the present rules that are in force at the time of referral of the dispute to the CMM.
- 9.2. During a mediation procedure which is not subject to the fixed fee schedule, the CMM may request payment of an additional provision as an advance to be used to pay the definitive expenses and fees.
- 9.3. Unless otherwise agreed by the parties, the expenses and are equally divided between them. If the parties decide on different allocation, the mediator will have them sign an agreement concerning the distribution of the mediation expenses and fees.

10. Interpretation and rules in force

- 10.1. Any interpretation of these rules falls under the authority of the CMM.
- 10.2. The request for mediation will be processed in accordance with the rules and the fee schedule in force on the date of its submission.