



內地—香港聯合調解中心  
Mainland - Hong Kong Joint Mediation Center



香港和解中心

# CROSS-BORDER DISPUTES RESOLUTION MECHANISM

## [Mediation Rules]

W.E.F. October 2016

**Article 1 Purpose**

Utilizing our experience in dispute resolution and our huge platform of professional connections, Mainland - Hong Kong Joint Mediation Center (MHJMC) aims to resolve cross-border and international commercial disputes in a harmonious, efficient and effective manner, at a low cost.

**Article 2 Scope of Services**

All kinds of international and cross-border disputes involving Hong Kong and the Mainland, happening home and abroad on equal subjects of natural persons, legal persons or any organizations, can be submitted to MHJMC. The "Hong Kong International Mediation model" will first be adopted to resolve the dispute. Afterwards, an arbitral award will be made by an international arbitration institution so as to secure the feasibility of the Mediated Settlement Agreement.

**Article 3 Application of Rules**

Parties concurring with submitting the dispute to MHJMC for mediation according to the Cross-Border Disputes Resolution Mechanisms, shall be deemed to agree to process the mediation in accordance with this Mediation Rules.

**Article 4 The Principle of Impartiality and Fairness**

Mediation shall comply with parties' voluntary will. Mediators shall abide by the principle of impartiality and fairness. Mediation shall be

processed based on proven facts, respect the provisions of contract, in accordance with the laws and with reference to international practice, be conducted on the basis of impartiality, fairness and rationality. This is to facilitate parties to reach a settlement after taking into account the interests of all parties.

**Article 5 Panel of Mediators**

MHJMC possesses a Panel of Cross-border Mediators who have respective expertise and practical mediation experience in economics, trading, finance, securities, investment, intellectual property rights, technology transfer, real estate, construction contract, transportation, insurance and other commercial, maritime and/or legal aspect(s) and practical experience in mediation.

**Article 6 Application and Acceptance of Mediation**

Any one, both or multiple party/parties in any disputes involving Hong Kong, the Mainland or elsewhere may submit application to MHJMC for mediation, regardless whether there is a prior mediation agreement between the parties or not.

The following documents are required when applying for mediation service at MHJMC:

1. The names of all parties and their respective valid contact;
2. The facts of the dispute and the mediation request;
3. Related evidence and documents;
4. Proof of identity; and

5. If any party entrusts an attorney to participate in mediation, a letter of attorney and authorization shall be submitted.

Each party is required to pay the non-refundable registration fee (HK\$2,500) to MHJMC, regardless of whether all the parties participate in Cross-Border Disputes Resolution Mechanisms. The Secretariat of MHJMC would, on receipt of the application for mediation service, contact all the other parties (if required), and encourage other parties to settle the dispute by the Cross-Border Disputes Resolution mechanism. Other parties shall reply in writing about their acceptance to engage in mediation within 14 days from the day of notification. The Secretariat of MHJMC would remind other parties, if no response is received within the time limit, it would be deemed as a rejection of mediation. After all parties agree to engage in mediation and pay the respective mediation fee, the Secretariat of MHJMC would officially commence the mediator appointment procedures and arrange verification of relevant evidence submitted by the parties. If the appointed mediator is not available to perform his duties, other mediators would be nominated by MHJMC, unless otherwise agreed by the parties. All parties shall jointly appoint a mediator within 15 days from the day of receiving the notification of mediator appointment. If there is no consensus before the deadline, MHJMC would specify a mediator to handle the case.

Applicants are required to:

- (For reapplication for mediation of the same case) Re-submit the registration fee;
- Sign documents of arbitration application;
- Appoint or authorize MHJMC to appoint one or more than one mediator(s) in the MHJMC Panel of Cross-border Mediators
- Appoint an arbitrator from the list of arbitrators of MHJMC or other recommended arbitration institutions;
- Prepay 50% of the mediation fee enlisted on the appended Table of Mediation Fee
- Prepay arbitration fee as requested by the arbitration institution

**Article 7      Mediation Venue**

Mediation would be held in MHJMC. Where otherwise agreed or requested by the parties and approved by MHJMC, or recommended by MHJMC and agreed by all parties, mediation can be held at other venues. The venue cost thereof shall be borne by all parties.

**Article 8      Appropriate Ways of Mediation**

The mediator shall adopt the Hong Kong International Mediation model and communicate with parties through meetings, written or oral correspondence(s) which he/she shall think fit. The mediator can conduct mediation in manners he/she considers appropriate. If the mediator deems it necessary, and agreed by the parties, professionals of the related industry can be invited to assist and participate in the mediation, which the costs shall be borne by all parties.

**Article 9 Confidentiality**

Unless otherwise agreed by the parties, the process of mediation is confidential. Mediator, parties and their attorneys, the Secretariat of MHJMC and other persons involved in the mediation process shall be obliged to keep all mediation communications confidential, unless otherwise stated in laws and regulations.

**Article 10 The Settlement Agreement**

As the parties reach settlement through mediation, the mediator shall, according to the content of the mediation, draft a Settlement Agreement, which is then signed by the parties. Meanwhile, the mediator shall also sign on the agreement and stamp with the seal of MHJMC. In accordance with this Mediation Rules, after reaching a Settlement Agreement based on mutually agreed requirements, the Settlement Agreement shall be submitted to an international arbitration institution. In accordance with the contents of the Settlement Agreement and processed by independent arbitration, an award will be issued by the arbitration institution to enhance the legal protection of executing the Settlement Agreement. If no agreement is reached, the dispute concerned will subsequently be submitted to an international arbitration institution for independent arbitration and issuing award.

**Article 11 Termination of Mediation**

The mediation proceedings shall be terminated if any of the following cases evolves:

1. A Settlement Agreement is reached between the parties;
2. Any party notifies MHJMC to terminate mediation proceedings;
3. The mediator believes that further attempts at mediation are no longer justified, and thus decides to terminate the mediation;
4. Expiry of mediation term; or
5. MHJMC considers necessary to terminate the mediation proceedings in other circumstances.

**Article 12      Mediation Term**

The parties can voluntarily establish a mediation term. With the consent of all parties, the mediator can also determine a mediation term. Mediation term in any case shall not be longer than 30 days from the day of confirmation of mediator appointment, except for those cases deferred with the consent of the parties and approved by MHJMC.

**Article 13      No Prejudice to Inherent Rights**

Parties are not allowed, in subsequent arbitration or litigation, to cite any statement, opinion, comment or suggestion made by the mediator and all parties during mediation proceedings, as the basis for an appeal or a plea.

**Article 14      Costs of Mediation**

Costs of the mediation are charged in accordance with the Table of Mediation Fees, added by the remuneration of mediators, travel expenses, material translation fee and related administration fee. In

principle, the costs are equally shared by the parties, unless otherwise stated in the Settlement Agreement. Other expenses would be borne by the parties respectively. Regardless of whether the mediation is successful, all fees paid including not limited to the Registration fee, Administration fee, mediator' s remuneration and other incurred expenses are non-refundable.

**Article 15      Explanation**

MHJMC is responsible for the interpretation of these rules.

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