

**The Mediation Rules of the
Arbitration Center of Iran Chamber of
Commerce**

A.C.I.C



Article 1: Introductory Provisions and definitions

1. Any person(s) who have the capacity to bring claim (action) may refer their dispute to mediation in accordance with the provisions of these Rules.
2. Mediation is one of the methods of dispute resolution whereby a neutral third party (Mediator) assists the parties in settling /resolving the dispute, by providing suggestions with regards to dispute resolution.
3. Mediation may include different techniques and methods to be agreed by the parties and the Mediator. In case of disagreement between the parties the Mediator shall determine and apply the proper techniques.
4. If the parties of a dispute agree to refer the matter to mediation of the ACIC, the mediation proceedings shall be conducted in accordance with the Rules. The referral of dispute by the parties to the ACIC for mediation is deemed as the acceptance of the Rules by the parties of the dispute.
5. The term "Mediator" includes individual Mediator or board of three (3) Mediators.
6. Referring to the ACIC for using its services to settle disputes through mediation requires the payment of related fees in accordance with Article 6 of the Rules.



7. The term “Proceedings” or mediation Proceedings as used in the Rules refers to the process beginning with commencement of mediation and ending with its termination pursuant to the Rules.
8. If necessary, the parties may agree on the legal Rules governing the Proceeding and the Mediator shall apply the legal rules agreed between the parties. If the parties have not determined the governing legal rules and if necessary, the Mediator will determine the proper law according to the conflict of laws rules which he/she deems appropriate, and shall conduct accordingly and shall take into account the relevant custom and trade usages and the terms of the relevant contract.
9. All of the parties may agree to amend or charge any of the provisions of the Rules. After appointment or confirmation of the Mediator, any agreement to change or amendment of these provisions shall be subject to the approval by the Mediator. However, ACIC may preclude the commencement or continuation of the Proceedings if, in its discretion, it considers that any such changes or amendment isn't consistent with the spirit of these Rules or the practice of the ACIC.



Article 2: Commencement of Mediation where there is prior agreement to refer to these Rules.

Where there is prior agreement between the parties to refer their dispute to the Rules, any party or parties wishing to commence mediation shall prepare his written request for mediation (the “Request”) in accordance with the Rules and submit it to the secretariat of the ACIC. The Request shall include the following:

- A) The names and addresses of the parties, telephone numbers, the fax, email addresses and any other contact details for contacting the parties to the dispute and their representatives, as well as the details and addresses of the persons whom the parties intend to invite to attend the Proceedings.

- B) Description of the subject matter of dispute and, if possible, determining the relief sought and the amount in controversy e; unless the claim is non-monetary.

- C) A copy of the underlying contract and any agreement under which the Request is made;

- D) Any agreement as to the techniques, methods and place of mediation, or, in the absence thereof, any proposal with respect thereto.



E) Suggesting and introducing of the Mediator(s) and their number and if not applicable, mentioning any agreement between parties regarding the qualifications of the Mediator to be appointed by the ACIC, where no joint nomination has been made.

F) Any agreement as to the time limits for the Proceeding, the language of mediation, and, if necessary, the location of mediation, and in the absence thereof, any proposal with respect thereto.

2. Along with the Request, the party or parties to the dispute filing the Request shall pay the filling fee required by the Regulation of Mediation Costs in the appendix to the Rules hereto. Otherwise, the Request will not be registered and if registered, will be of no effect.
3. All the papers and notifications and correspondences shall be communicated by and through the Secretariat of the ACIC unless the parties agree otherwise, in any event, the Mediator
4. and the parties shall communicate through the ACIC.
5. Where there is an agreement between the parties to refer to these Rules, the date on which the Request along with filling fees is received by the ACIC shall be deemed to be the date of the commencement of the Proceedings.



Article 3: Commencement of Mediation where there is no prior agreement to refer to mediation

1. In the absence of an prior agreement of the parties to refer their dispute to the Rules, any party that wishes to propose referring the dispute to the Rules may submit his written Request to ACIC containing the information specified in Article 2(1), subparagraphs (a), (b), (d), (e) and (f) above. Upon receipt of such Request, the ACIC will inform all other parties of the proposal and shall set a reasonable time for commenting on acceptance or rejection of the proposal. Mediation will be conducted in accordance with the Rules if the other party agrees with the applicant's Request for mediation by ACIC.
2. If an agreement is reached by the parties to refer their dispute to the Rules, the Proceedings shall commence on the date on which the ACIC notify the parties that such an agreement has been reached and the registration fees is received.
3. If the parties do not reach an agreement to mutually refer their dispute to the Rules within 10 days from the date of the receipt of the Request by the ACIC or within the time determined by the ACIC, or if the other party does not respond to the



Secretariat of the ACIC, the process will be canceled and the ACIC shall inform the parties in writing accordingly.

Article 4: Place and language of Mediation

1. If there is no agreement between the parties about the place of mediation, the ACIC determines the place of the mediation. After appointment or confirmation of the Mediator, this task will be assigned to him to decide on upon consultation with the ACIC.
2. In the absence of an agreement on mediation language between the Parties, the ACIC determines the language to be used in mediation. After appointment or confirmation of the Mediator, this task will be assigned to him to decide on upon consultation with the ACIC.

Article 5: Appointment of the Mediator

1. The parties may jointly nominate and introduce a Mediator or a panel of three Mediators for the ACIC confirmation.
2. In case of multi-Mediators, each party may nominate one Mediator and the parties shall jointly nominate the chairman of the mediation panel, unless the parties delegate this task to their own



Mediators. ACIC shall confirm or appoint upon due consideration the Mediator of the defaulting party as the common Mediator, or the chairman of mediation panel, as the case may be.

3. If any party refrain to introduce his Mediator or if the parties of the dispute cannot choose a Mediator jointly and nominate him for the ACIC confirmation within the time specified by the ACIC, the ACIC shall appoint the Mediator of defaulting party or the joint Mediator, or the chairman of the panel of Mediators, as the case may be.
4. The selected Mediator shall before commencement of his work, sign a statement of acceptance, availability, impartiality and independence to the Secretariat of the ACIC. The Mediator shall inform at the time of nomination and also during the mediation proceeding the ACIC and the parties in writing of any circumstance, which might give rise to reasonable doubt as to his independence and impartiality in the eyes of the parties. The ACIC will communicate such information to the parties and shall fix a time limit for their comments.
5. In the event that each party has a justified objection to impartiality and independence or the required qualification of the Mediator, he may notify the ACIC and all other parties of the dispute in writing, stating the reasons



for such objection, within 10 days. The ACIC shall investigate the matter and shall decide on the objection. The ACIC decision is final.

6. When the ACIC has the duty to appoint the Mediator, if necessary, it could appoint more than one Mediator for the parties.
7. When appointing the Mediator or the chairman of the panel of Mediators the ACIC shall consider the characteristics of the Mediator as determined by the parties as well as the Mediator's qualifications, such as nationality, language skills, professional qualification, experience, accessibility and his ability to conduct the mediation in accordance with the Rules.

Article 6: Costs and Fees

1. Referring to the ACIC and using its mediation services is subject to payment of costs. These costs are calculated and received in accordance with the Regulation of Mediation Costs attached to these Rules.
2. Upon receipt of the Request, the Secretariat of the ACIC determines the advance mediation costs in accordance with the Regulation of mediation costs with due consideration of the amount and the type of relief sought and shall



communicate the same to the parties. The applicant for mediation is obliged to pay the cost within 10 days of the date of notification. This amount will be deducted for the share of the applicant for the final mediation costs which shall be determined and notified to the parties by the ACIC at the end of hearing.

3. A Request which costs are not paid shall not be considered.
4. The ACIC may modify mediation costs with respect to the change in the amount in dispute and type of claim during the Proceedings. This modification may include increasing or decreasing of mediation costs.
5. In cases where, in addition to the main claim, counterclaim is also made, the mediation costs for each of main claim and counterclaim will be determined by the ACIC separately and, each party shall pay the costs related to his claim.
6. If the parties agree to stop the mediation, the mediation costs shall up to %70 of the final costs and the balance if already paid, shall be refunded to paying party. However, the Secretary General of the ACIC may adjust said percentage with due consideration of the stage of Proceeding and also the volume of service provided and the volume of the work performed by the Mediator.
7. Prior to the Mediator decision and its service to the parties, the ACIC



determines the final cost with due consideration of the volume of the work performed and the stage of the Proceedings and shall inform the parties for settlement of outstanding balance. Issuing and serving of the mediation decision is subject to payment and settlement of costs.

8. The Secretary-General of the ACIC may discount the mediation costs as stipulated in article 2 of Regulations of Mediation Costs.
9. The mediation costs shall be paid by the parties equally, unless otherwise agreed by the parties. If one of the parties refuses to pay his share of costs, the other party may, in order to prevent the termination of the Proceedings substitute the defaulting party, otherwise, the Proceedings will be closed until the payment is made.
10. For other mediation costs such as lawyers' fees, consultants, experts and travel expenses, etc., each party is responsible for paying his own share of such costs and expenses.

Article 7: Conduct of the Mediation

1. The Mediator and the parties to the dispute may agree on the techniques and methods of mediation, if they deem it



- necessary, within 10 days after commencement of mediation and notify the Mediator and the ACIC.
2. If no agreement is reached on the techniques of mediation; the Mediator shall determine the proper techniques or methods of mediation and shall inform the parties and ACIC of his determination.
 3. The Mediator shall examine the matter based on the relief sought of the parties, and on the basis of the parties presentations and documents, the nature of the dispute and relevant trade usages and shall notify the parties and the ACIC in writing of his suggestions and comments concerning settlement of disputes within the required time limit. The suggestions made by the Mediator are not binding, unless the parties agree otherwise.
 4. If, at the time of submitting the Request, it is not possible for a party to introduce the relevant persons or experts he decides to participate in the Proceeding, the parties may specify the number and details of such persons to the Mediator and the other party before the first mediation meeting/hearing.
 5. The parties, by submitting to the dispute to these Rules, agree to actively participate with good faith in the Proceedings until receipt of notification under article 7(3) above from the



Mediator or earlier termination of the Proceedings pursuant to Article 8(1) of these Rules.

6. The parties shall act in good faith throughout the Proceeding and shall comply with the orders and requests made by the Mediator.
7. Each party may nominate and appoint a representative to the ACIC for attending the mediation Proceedings. In this case, the authority and powers of the representative, including any authority that he may have to reach a settlement if any, shall be determined in writing.

Article 8: Termination of the Mediation

After commencement of the Proceedings, ACIC will notify termination of the Proceedings to the parties in writing after the occurrence of the earliest of:

- A. An agreement between the parties on the termination of mediation, for whatsoever reason.
- B. The Mediator declares in writing to the parties and the ACIC that the disputes will not be possibly resolved by mediation.



C) The Mediator notify the parties and the ACIC in writing that the Proceedings has been fulfilled.

D) The Mediator confirms in writing that the disputes are settled and a settlement agreement is signed.

E) Each party declares in writing his withdrawal from the mediation.

F) The notification in writing by the ACIC to the parties that any time limit set for dispute settlement through mediation has expired and is not renewed.

G) Nonpayment of mediation costs within the time limits determined by the ACIC.

Article 9: Confidentiality

1. The mediation Proceedings are confidential and only the Mediator, parties, representatives of the parties and representative of the ACIC will have the right to attend Proceedings, unless the parties agree otherwise and unless otherwise required by applicable law.

A) The Proceedings and its content are confidential. However, if necessary, declaration of time thereof, whether it is past, present, or future is not confidential.



B) Any agreement to settle disputes between the parties is confidential and disclosing thereof is prohibited, except that a party shall have the right to disclose it or to the extent that such disclosure is required by applicable law or necessary for purpose of implementation or enforcement of the result of mediation.

1. Neither of the parties have the right to present or cite the following documents in any judicial, arbitral or similar proceedings, unless required by the applicable law or when such document is necessary for implementing the mediation outcome, or when parties agreed otherwise, and also unless a party intending to present and invoke to such documents has acquired those documents independently:

A) Request for mediation or answer thereto, documents, statements and communications from the parties or the Mediator and vice versa which are submitted during the mediation or about the mediation Proceedings.

B) Statements and defenses of the parties or experts opinion or witnesses statement during the Proceedings.

C) Any willingness of the parties to accept the proposal to settle the dispute made during the mediation Proceedings.



Article 10: General Provisions

1. Unless all parties agree otherwise in writing or required by law a Mediator, the witnesses or expert shall not participate or intervene in any judicial, arbitral or similar proceedings relating to the dispute which is or was the subject of the Proceedings and shall act as a judge, adviser, witness, arbitrator, expert or the representative of a party.
2. The Mediator, the ACIC and its employees and representatives shall not be responsible and liable to any person concerning the measures and obligation accepted during mediation.
3. The responsibility of the Secretary-General, the employees of the ACIC, and Mediator in terms of enforcing the provisions of these Rules and the Mediation costs, is the same as that prescribed by the relevant laws and they do not bear any other responsibility.
4. None of staff member of the ACIC, including the Secretary-General and his Deputies and the Mediator shall not be forced to disclose information and matters relating to the Proceedings, nor any of the above persons shall act as witness or expert in any judicial, arbitral or expert proceedings relating to the



dispute which is the subject of the mediation Proceedings.

5. In all cases that the parties have agreed to submit the disputes to mediation by the Chambers of Commerce, Industry, Mines and Agriculture in any of the provinces of Iran or by joint chambers, mediation shall be conducted by ACIC and in accordance with these Rules. If necessary, the ACIC may assign the mediation to the related provincial Chamber or joint chamber under the supervision of the ACIC. However, in all cases the mediation would be subject to these Rules.

Article 11: General Rule

In all matters not mentioned in the Rules or the law explicitly, the ACIC and the Mediator shall act in accordance with the spirit of the Rules and relevant trade usage.

In compliance with Article 6 (a) of the Statute of the Establishment of Arbitration Center of Iran Chamber of Commerce (approved in February 2001) these Rules were confirmed by the Board of Directors of Arbitration Center of Iran Chamber of Commerce on 24/12/1395 (14 March 2017) and was finally approved by the Board of Representatives of Iran Chamber of Commerce,



Industries, Mines and Agriculture on 2/7/1396 (24 September 2017).