



MEDIATION RULES

of CEPANI,
The Belgian Centre
for Arbitration and Mediation

STANDARD MEDIATION CLAUSE

“The Parties hereby undertake to apply the CEPANI Mediation Rules to all disputes arising out of or in connection with this agreement.”

The following provisions may be added to this clause:

“The place of the mediation shall be [____].”

“The proceedings shall be conducted in the [____] language.”

“Should the mediation fail, the dispute shall be finally settled under the CEPANI Rules of Arbitration by one or more Arbitrators appointed in accordance with the said Rules. The place of the arbitration shall be [____], the arbitration shall be conducted in the [____] language.”

INTRODUCTION

CEPANI's ambition is to ensure that any kind of dispute submitted by Parties be dealt with in the most efficient, cost-limited and solution-oriented manner. By submitting their dispute to CEPANI, Parties may access several CEPANI dispute resolution processes, to be used separately or combined.

These Rules concern the amicable dispute resolution process known as "Mediation".

These Rules shall apply if one or more Parties wish to settle their dispute through mediation organized by CEPANI. It is not required that the Parties have concluded a mediation agreement prior to the dispute nor that a mediation clause be inserted in an agreement between Parties concerning which the dispute has arisen. The Parties may also decide to submit their dispute to mediation before, during or after arbitration proceedings (see articles 3.1 g) and 4.1 g) of the CEPANI Arbitration Rules. The CEPANI Arbitration Rules foresee such possibility and enable the Arbitral Tribunal to encourage the Parties to consider mediation pending the arbitration proceedings (see articles 23.4, 24.9 and 24.10 of the CEPANI Arbitration Rules).

The Rules provide for the appointment of one or more neutral third parties (the "Mediator" or "The Mediators") to assist the Parties in settling their dispute.

Mediation shall proceed according to the Rules unless, prior to the confirmation or appointment of the Mediator by the Appointments Committee or the President of CEPANI or with the agreement of the Mediator, the parties agree upon a different settlement procedure or a combination of settlement procedures. The term "Mediation" as used in the Rules shall be deemed to cover such settlement procedure or

procedures and the term “Mediator” shall be deemed to cover the neutral who conducts such settlement procedure or procedures. Whatever settlement procedure is used, the term “Proceedings” as used in the Rules refers to the process beginning with its commencement and ending with its termination pursuant to the Rules.

Article 1. Definitions

In the Rules:

- (i) “Appointments Committee” means the appointments committee of CEPANI
- (ii) “days” means calendar days
- (iii) “Mediator” means one or several mediator(s)
- (iv) “Party” means one party or several parties
- (v) “President” means the president of CEPANI
- (vi) “Proceedings” means the mediation proceedings
- (vii) “Secretariat” means the secretariat of CEPANI

Article 2. Unilateral or joint request for Mediation

2.1 A Party wishing to have recourse to Mediation under these Rules shall submit its request for Mediation to the Secretariat, in person or via its authorized representative or counsel. The request must be submitted in electronic form and must be signed by the Party wishing to have recourse to Mediation or by its authorized representative or counsel.

Upon receipt of the unilateral request and the payment of the registration costs, as determined under paragraph 4 of Schedule I, the Secretariat shall send a copy of the request by e-mail to the other Party involved.

If no valid e-mail address is known for the other Party involved, the unilateral request shall be supplied in a number of original and signed copies sufficient to provide one copy for the other Party.

2.2 The request for Mediation may also be submitted jointly by all Parties involved in the dispute.

The request and the documents annexed thereto must be submitted in electronic form. It must be signed by all Parties or by their

authorized representative or counsel.

In the event the request for Mediation is submitted whilst an arbitration proceeding submitted to the CEPANI Arbitration Rules is pending (an “Arbitration”), the filing of the joint request for Mediation will stay the Arbitration for a minimum of six (6) weeks or until the end of the Mediation, unless expressly otherwise agreed by the Parties. The Secretariat will liaise with the Arbitral Tribunal in that respect and advise accordingly.

2.3 The request for Mediation shall contain, inter alia, the following information:

- a) name, address, registered office, telephone number, valid e-mail address and company registration number, if any, of the requesting Party and the identity of any representative or counsel having the capacity to act on behalf of the requesting Party;
- b) a unique electronic communication method chosen for the exchange of all communications during the Proceedings (including the name of the contact person and a valid e-mail address);
- c) in case of a unilateral request for Mediation in accordance with article 2.1: the name of the other Parties, along with all the information the requesting Party has for contacting the other Party or their authorized representatives or counsel, such as a postal address, registered office, telephone number, valid e-mail address and company registration number, if any, and any information obtained from previous contacts;
- d) a brief recital of the dispute;
- e) any joint nomination by all of the Parties of a Mediator or any agreement of all of the Parties as to the qualifications of the Mediator to be appointed by the Appointments Committee or the President. Where no joint nomination has been made, or, in the absence of any such agreement, all relevant information

- that may prove useful when appointing the Mediator;
- f) the proof of the agreement under which the request for Mediation is made, if any;
 - g) the proof of payment of the registration costs as determined under paragraph 4 of Schedule I;
 - h) any comments as to the place and the language of the Mediation.

Article 3. Answer to the request for Mediation

Within two weeks after the request has been sent to the other Party as mentioned in article 2.1, the other Party shall inform the Secretariat whether or not it wishes to participate in the Mediation. This deadline may be extended with the Parties' consent.

If no positive answer is given within the said time limit, the request for Mediation shall be deemed to have been rejected by the other Party and the Proceedings shall not commence.

If a positive answer is given within the said time limit, the request for Mediation shall be deemed to have been accepted by the other Party. The date of this answer shall be deemed to be the date of commencement of the Mediation. The Secretariat shall notify the date of commencement to the Parties.

Article 4. Place and language(s) of the Mediation

The place and language(s) of the Mediation shall be determined by the Mediator, unless otherwise agreed by the Parties.

Article 5. Appointment of the Mediator(s)

5.1 The Parties may jointly appoint a Mediator for confirmation by the Appointments Committee or the President provided that the advance for Mediation costs as determined under Schedule I has been fully paid. In the absence of a joint nomination of a Mediator by the Parties, the Appointments Committee or the President shall

appoint a Mediator provided that the advance for Mediation costs as determined under Schedule I has been fully paid.

Before appointment or confirmation, the prospective Mediator shall sign a statement of acceptance, availability, impartiality and independence.

The prospective Mediator shall disclose in writing to the Secretariat any circumstances likely to give rise to justifiable doubts as to his/her independence or impartiality.

The Secretariat shall provide such information to the Parties in writing and shall fix a time limit for their comments.

5.2 The Appointments Committee or the President shall appoint or confirm the Mediator in accordance with the following rules. It shall take into account, *inter alia*, the availability, the qualifications and the ability of the Mediator to conduct the Mediation in accordance with the Rules, and considerations of diversity and inclusion.

Upon unanimous agreement, the Parties may nominate more than one Mediator or request the Appointments Committee or the President to appoint more than one Mediator, in accordance with the present article.

Article 6. Conduct of the Mediation

6.1 The Mediator and the Parties shall promptly discuss the way the Mediation should be conducted.

Thereafter the Mediator shall promptly provide the Parties with a written protocol (the “Mediation Protocol”) informing them of the way the Mediation will be conducted.

Each Party shall act in good faith throughout the Mediation.

If the Mediation commences, each Party shall at least participate in the first mediation meeting taking place after the signature of the Mediation Protocol.

6.2 In establishing and conducting the Mediation, the Mediator shall treat the Parties with fairness and impartiality.

The Mediator shall regularly inform the Secretariat of the status of the Mediation.

Article 7. Replacement of the Mediator

7.1 In the event of the Mediator's death, resignation, if there is a cause preventing him/her from fulfilling his/her duties, or upon request of all Parties, the Mediator shall be replaced.

7.2 The Mediator shall also be replaced when the Appointments Committee or the President decides that the Mediator is prevented *de jure* or *de facto* from fulfilling his/her duties in accordance with these Rules.

Article 8. Confidentiality

8.1 The Mediator, the Parties, their authorized representatives and counsel, as well as the experts or third Parties that have been involved in the Proceedings, have a duty of secrecy regarding the existence and content of the Mediation Proceedings.

Save with the approval of the Mediator and the Parties, the meetings held in the context of Mediation are not open to people not involved in the Mediation.

Parties shall participate in the Proceedings in person, as the case

may be via one or more representatives, with or without counsel. Their representatives must have a good knowledge of the dispute and the necessary decision-making power to settle it.

8.2 All communications between the Parties and/or the Mediator as from his/her appointment or by the latter for the purposes of the Mediation, are confidential. The Parties undertake to refrain from making any reference whatsoever to the Mediation outside the context of the Mediation.

Unless otherwise agreed by the Parties, this shall however not apply to the Mediation Protocol, nor to the notification of the end of the Mediation as mentioned in article 9 below, nor to any settlement reached by the Parties.

8.3 Pre-existing documents or documents obtained by a Party outside of the context of the Mediation and which are communicated in the context and for the purposes of the Mediation between the Parties, to the Mediator or by the Mediator to the Parties or to one of the Parties are not covered by this confidentiality rule. As the case may be, said documents may subsequently be used by the Parties for other purposes than the Mediation, unless they were specifically communicated as confidential documents as part of the Mediation.

However, unless otherwise agreed by all Parties to the Mediation, the Parties undertake to refrain from making any reference to the fact that the documents have been communicated as a part of the Mediation.

Article 9. Settlement / absence of settlement and end of the Mediation

9.1 Should the Mediation lead to a settlement between the Parties, the agreement (the “Mediation Settlement”) shall be set forth in

writing, dated and signed by the Parties and, when requested by the Parties, by the Mediator. This document shall set out the precise undertakings of each Party as well as the allocation of the Mediation costs, if this differs from what was agreed in the Mediation Protocol.

The Mediator shall inform the Secretariat by e-mail that a settlement has been reached.

9.2 The Mediation shall end when the Mediator informs the Secretariat by email that a settlement has been reached. Parties may however agree, by so indicating in their Mediation Settlement, that the Mediation will end only at a later date to be determined, to allow, for example, the Mediator to remain in office until the settlement is implemented.

9.3 In the event the Mediation takes place whilst an Arbitration is pending, the Parties may request the Arbitral Tribunal that their settlement be recorded in the form of an Arbitral Award (see article 32 of the CEPANI Arbitration Rules).

In case of a Mediation during an Arbitration, the Parties are invited to include in the Mediation Settlement the issue of the arbitration costs.

9.4 At any time, either Party or the Mediator may decide to terminate the Mediation.

If the Mediation ends without a settlement agreement, the Mediator or one of the Parties must notify the Secretariat by e-mail that no settlement has been reached, with a copy of the said notification to the other Party. In the event the Mediation started pending an Arbitration between the same Parties, the Secretariat will advise the Arbitral Tribunal of the absence of settlement and the Arbitral proceedings will resume.

Article 10. Mediation costs

10.1 The Mediation costs shall include (i) the fees and expenses of the Mediator, as well as (ii) the administrative expenses of CEPANI and (iii) all costs related to the Mediation as agreed by the Parties.

10.2 The Mediator's fees shall be determined in the Mediation Protocol either according to Schedule I or according to any other agreement between the Parties and the Mediator.

The CEPANI administrative expenses are determined in Schedule I.

10.3 The advance required to cover the Mediation costs shall be paid to CEPANI prior to the appointment of the Mediator by the Appointments Committee or the President.

Said advance shall be determined by the Secretariat pursuant to Schedule I on the basis of the total value of the principal claims and counterclaims.

10.4 Unless expressly otherwise agreed by the Parties, other costs and expenses relating to the Mediation, such as the expenses incurred by a Party, are not included in the Mediation costs and are to be borne by said Party.

10.5 If the Secretariat of CEPANI, after having consulted the Mediator, decides in the course of the Mediation that the initial advance for Mediation costs must be adjusted, the Parties shall be requested to make a further advance payment.

10.6 Unless otherwise agreed by the Parties, the initial advance on Mediation costs, as well as any additional advance(s) on Mediation costs, shall be payable in equal shares by the Parties.

10.7 When a request for an additional advance on Mediation costs has not been complied with, and after consultation with the Mediator, the Secretariat may invite the Mediator to suspend his/her work until the advance is fully paid. If no payment is made, the Secretariat, after consulting the Mediator, may invite the Mediator to terminate the Mediation.

10.8 At the end of the Mediation, the Mediation costs shall be deducted from the advances on Mediation costs paid by the Parties. The outstanding balance, if any, shall be reimbursed to the Parties as agreed between them.

Article 11. General provisions

11.1 The Mediator shall never act as an arbitrator, representative or counsel of a Party in arbitral or judicial proceedings relating to the dispute which was the subject of the mediation.

11.2 For any act or omission in the course of a Mediation, the Mediator, CEPANI, the members of its organs and personnel shall not incur any liability except in the case of fraud or gross negligence.

SCHEDULE I

SCALE OF COSTS FOR MEDIATION

1. The Mediation costs include the fees and expenses of the Mediator as well as the administrative expenses of CEPANI.
2. The indicative fees and expenses of the Mediator are determined by the Secretariat according to the total amount in dispute in accordance with the following scale:

TOTAL AMOUNT OF CLAIMS (IN €)	RATE PER HOUR (IN €)
0 – 100.000	250
100.001 - 500.000	300
500.001 - 1.000.000	350
> 1.000.000	450

This scale applies to all proceedings introduced as from 1 June 2026 whichever version of the Rules is applicable to the Mediation.

The Mediator's fees may be otherwise determined according to any other agreement between the Parties and the Mediator.

3. The administrative expenses of CEPANI are fixed on a lump sum basis at 10% of the fees and the expenses of the Mediator, as determined hereabove. They are subject to VAT.

4. Every request for Mediation must be accompanied by the payment of a fixed fee of € 500 excl. VAT for administrative expenses. Said amount is not refundable and shall be credited to the requesting Party's portion of the advance for Mediation costs.
5. If the Mediator is VAT registered, he/she informs the CEPANI Secretariat, which will then charge the Parties the applicable VAT on the fees of the Mediator.
6. The Mediator shall only be authorized to deal with claims in respect of which the advance has been paid.

SCHEDULE II

INTERNAL RULES OF PROCEDURE FOR THE PRESIDENT, THE APPOINTMENTS COMMITTEE AND THE CHALLENGE COMMITTEE

1. The Board of Directors appoints among its members the President and Vice-Presidents of CEPANI. They are appointed for a period of three years. Their mandate can be renewed maximum two times consecutively.
2. The President and Secretary-General of CEPANI shall not participate in any new proceedings as from his/her appointment as President and/or Secretary General, conducted under the CEPANI Rules, either as arbitrator, mediator or counsel. If a partner or an associate of either the President or the Secretary-General of CEPANI participate in any proceedings conducted under the CEPANI Rules as an arbitrator, mediator or counsel, the President or the Secretary-General of CEPANI shall refrain from any act or decision under the CEPANI Rules in this proceeding and shall designate one or more Vice-Presidents to replace them in order to act or decide in this proceeding. In such case the parties shall be informed thereof.
3. The Appointments Committee is composed of the President and two members appointed by the Board of Directors in principle for a period of three years.
4. The members of the Appointments Committee may not be appointed or confirmed as arbitrators or mediators. The members of the Appointments Committee may not appoint an arbitrator or a mediator among their partners and associates, or those of the Secretary-General.

5. The members of the Appointments Committee are bound by strict confidentiality for all matters submitted to them in the performance of their duties.
6. The secretariat of the Appointments Committee is provided by a staff member of CEPANI.
7. The Challenge Committee is composed of five members appointed by the Board of Directors in principle for a period of three years. Three members must be present to deliberate validly.
8. The members of the Challenge Committee are bound by strict confidentiality for all matters submitted to them in the performance of their duties.
9. The secretariat of the Challenge Committee is provided by a staff member of CEPANI.

CEPANI

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