



មជ្ឈមណ្ឌលកម្ពុជាដើម្បីការសម្រុះសម្រួល

CAMBODIAN CENTRE FOR MEDIATION

ផ្ទះលេខ ២៥D ភូមិម៉ល ផ្លូវ ៤B សង្កាត់ដង្កោ ខណ្ឌដង្កោ ភ្នំពេញ
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THE CAMBODIAN CENTRE FOR MEDIATION

សេវាកម្មសម្រុះសម្រួល

MEDIATION SERVICE

វិធាន និង នីតិវិធីនៃការសម្រុះសម្រួល

MEDIATION RULES AND PROCEDURES

មានសុពលភាពអនុវត្តចាប់ពីថ្ងៃទី១២ ខែកុម្ភៈ ឆ្នាំ២០២១

Effective from 12 February 2021

The Cambodian Centre for Mediation (CCM) was established in 2010 to assist disputing parties to solve their disputes by Mediation. CCM¹ is a legal entity in the form of a non-governmental organisation which has the status of a non-profit organisation recognized by the Ministry of Interior.

CCM is a pioneer in establishing a credible and responsible mediation institution. CCM aims to ensure mediation and other alternative dispute resolution models are practiced in Cambodia in accordance with a National ADR Standards.

CCM provides mediation services through the Office of the Santheankam International (OSI) currently locates in Phnom Penh and it plans to open offices in various provinces as demand for mediation and ADR services increase.

CCM provides high quality mediation and ADR service. Its members are highly trained, qualified, and accredited mediators and ADR professionals. All CCM members are committed to providing ADR services in accordance with CCM Mediator Accreditation Standards. Our highly qualified and accredited mediators and ADR professionals provide fee-based and pro-bono mediation services via the OSI in Cambodia.

Suggested Mediation Clause in the contract

Any dispute arising out of or in relation to this contract shall be managed and/or resolved in accordance with the Complaint Handling Procedures adopted by CCM.

¹ Art. 9, Law on Associations and Non-Governmental Organizations, 2015.

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1. Mediation Process

1.1 The mediation process conducted by the Cambodian Centre for Mediation (CCM) is governed by CCM Mediation Procedure.

2. Initiation of Mediation

2.1 Any party or parties to a dispute may initiate mediation by filing a formal request with CCM (Annex A-Case Submission Form) or a written request for mediation pursuant to these Procedures.

2.2 A request for mediation should contain a brief statement of the nature of the dispute. It shall also set forth the contact information of all parties to the dispute and the advisors, if any, who will represent them in the mediation.

2.3 Parties apply for mediation request by calling, e-mail, a letter, or filling out and submitting mediation request to CCM.

2.4 A party may request CCM to invite another party to participate in mediation. Upon receipt of the request, CCM will contact the other party involved in the dispute and obtain an agreement to participate in mediation.

3. Response to Request for Mediation

3.1 CCM will issue a mediation request receipt (Annex B- Mediation Request Receipt) to the claimant party and. A date/time and venue for the mediation session is organized with the parties.

3.2 Party who has submitted the mediation request shall receive a mediation request receipt from the office of the mediation.

3.3 All parties invited to attend mediation must confirm in writing or by phone to CCM their acceptance to attend mediation. The mediation request will be cancelled if one or more parties don't confirm their intention to attend mediation within 21 days.

3.4 CCM will invite other parties to the dispute within 14 days upon receipt of a request to mediate.

- 3.5 Other invited parties must confirm their acceptance to attend mediation in writing, email, or by phone within 21 days of the invitation.
- 3.6 CCM shall provide all parties with information about the mediation philosophy, process, the role of support persons, the role of legal/experts representatives, and the mediator's role and responsibilities prior to the mediation session.
- 4. Appointment of the Mediator**
- 4.1 Upon receipt of a request for mediation, CCM will propose a mediator/s and parties are asked to confirm their acceptance in writing or by phone within 21 days. If confirmation of acceptance not received within 21 days, the mediation request will be cancelled and CCM will notify all parties accordingly.
- 5. Disclosures and Replacement of a Mediator**
- 5.1 Any mediator, whether selected jointly by the parties or appointed by CCM, will disclose both to CCM and to the parties whether s/he has any financial or personal interest in the outcome of the mediation or whether there exists any fact or circumstance reasonably likely to create a presumption of bias. Upon receiving any such information, after soliciting the views of the parties, CCM may replace the mediator, preferably from the lists of acceptable mediators previously returned by the parties.
- 6. Date and Venue for Mediation**
- 6.1 The appointed mediator will contact all the parties and reach agreement on date, time, and venue for the mediation session within 72 hours of appointment. Parties should have 3 days' notice prior to the mediation session.
- 6.2 Unless with the consent of the parties considering the special nature of the dispute, the mediator shall commence the mediation as soon as possible after his/her appointment and shall use his/her best endeavours to conclude the mediation within 42 days of his appointment. His/her appointment shall not extend beyond a period of three months without the written consent of all parties.
- 7. Mediation Agreement**
- 7.1 The mediator will explain to the parties the Agreement to Mediate terms and conditions with emphasis on Confidentiality, Voluntary attendance, Mediator's Neutrality, and CCM and the Mediator's indemnity.

7.2 All parties attending the mediation must sign the Agreement to Mediate prior to the commencement of the mediation session. The mediation session will not proceed if one or more parties fail or refuse to sign the Agreement to Mediate.

8. Mediation Session

8.1 The mediator will conduct the mediation in accordance with the CCM Mediation Accreditation Standards and approved mediation model.

8.2 The mediation will be conducted in confidence, and no transcript or formal record will be made. No audio-visual recording during the session will be allowed.

8.3 The Mediator(s), the parties, their representatives, and advisors will be permitted to participate in the mediation.

8.4 All communications made in the mediation, including information disclosed and views expressed, are made on a strictly 'without prejudice' basis and shall not be used in any proceedings.

8.5 Parties are advised to seek expert advice, including legal advice, prior to attending the mediation.

8.6 For the avoidance of doubt, the meaning of "mediation" includes the definition set out in the Manual (Annex D-Mediation Manual).

9. Settlement Agreement

9.1 Agreements reached in mediation must be signed by all parties to the dispute. Agreements may be presented in court as evidence should the need arise.

9.2 Parties are encouraged to seek further mediation session should a dispute over part or all of the agreement arise.

9.3 Parties will be given a final signed copy of the agreement after the mediation session.

10. Privacy

10.1 Mediation sessions are private. Persons other than the parties and their representatives may attend only with the permission of the parties and with the consent of the mediator.

11. Confidentiality

11.1 All information, records, reports or other documents received by a mediator while serving in that capacity will be confidential. The mediator will not be compelled to divulge such records or to testify or called as a witness in any adversary proceeding or judicial forum. The parties will maintain the confidentiality of the mediation and will not rely upon or introduce as evidence in any arbitral, judicial or other proceeding:

- (i). views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings;
- (ii). admissions made by another party during the mediation proceedings relating to the merits of the dispute; or
- (iii). the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by another party or by the mediator.

11.2 The parties will not call the Mediator(s) or CCM (or any employee, officer or representative) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.

11.3 The mediator will not keep or retain any documents, records, agreements, emails relevant to the mediation session.

11.4 The mediator and CCM will destroy all documents, records, and emails immediately after the mediation session.

11.5 CCM will keep a copy of the agreement, if reached, for 6 months.

11.6 CCM will only keep records of the mediation request forms and other administrative documents such as fees etc.

12. Costs of the Mediation

12.1 Each party shall pay a filing fee to CCM, unless agreed otherwise. Apart from the filing fee, all fees payable to CCM (including the Mediator's fees) will be borne by the parties in equal portions, unless agreed otherwise. The fees will be charged according to the fee schedule set out in the schedule (Annex F- Fee Schedule).

12.2 Each party will bear his/her own costs, expenses and disbursements of their participation and the fees of its advisors in the mediation.

13. Waiver of Liability

13.1 The Mediator(s) will not be liable to the parties for an act or omission in connection with the mediation service provided by him/her unless the act or omission is fraudulent or involves professional misconduct.

13.2 CCM will not be liable to the parties for an act or omission in connection with the services provided by the mediator or in relation to the mediation.

13.3 The parties will not make any claim against the Mediator(s) and/or CCM, its officers and employees for any matter in connection with or in relation to:

- (i). the mediation;
- (ii). the services provided by the Mediator(s) and/or the CCM; and/or
- (iii). the dispute between the parties.

14. Interpretation and Application of the Procedures

14.1 The mediator will interpret and apply these Procedures insofar as they relate to the mediator's duties and responsibilities. All other procedures will be interpreted and applied by CCM.

15. Termination of the Mediation

15.1 Any of the parties may withdraw from the mediation at any time by giving notice of withdrawal in writing to CCM, the Mediator(s) and the other party(s).

15.2 Parties are still liable to pay the mediator's fees if the party withdraws during the mediation session.

15.3 Application fees are non-refundable if parties withdraw prior to the mediation session. All expenses incurred by the parties prior to the mediation session are to be paid by the parties.

15.4 The mediation will terminate when:

- (i). A party withdraws from the mediation.
- (ii). A written settlement agreement is concluded.
- (iii). If parties not willing or unable to reach agreement.

- (iv). If the mediator feels the safety and wellbeing of one or more parties, including the mediator, are at risk of harm.

- (v). The Mediator(s) decides that continued mediation is unlikely to result in settlement; or

- (vi). The Mediator(s) decides that he/she declares a conflict of interest or for any of the reasons stated in the Code of Conduct (Annex F- Code of Conduct).

Annexes

| | |
|---------|------------------------------|
| Annex A | Case Submission Form |
| Annex B | Mediation Requestion Receipt |
| Annex C | Agreement to Mediate |
| Annex D | Mediation Manual |
| Annex E | Code of Conduct |
| Annex F | Fee Schedule |
| Annex F | Mediation Agreement |

Issued by:

Cambodian Mediation Centre

12 February 2021

For more information or to set a case,

សម្រាប់ព័ត៌មានបន្ថែម ឬស្នើសុំសេវាសន្តានកម្ម៖ សូមទំនាក់ទំនងលោក សុខ លាង អ្នកគ្រប់គ្រងករណីរវាងដែល
មានលេខទូរស័ព្ទ និង អ៊ីម៉ែលដូចខាងក្រោម/Please contact Mr Sok Leang, Case Coordinator at (+855) 12 588
081/ 12 921 614 OR E-mail: sokleanghrd@gmail.com.

ANNEX A - CASE SUBMISSION FORM

**CAMBODIAN CENTRE FOR MEDIATION
MEDIATION SERVICE
CASE SUBMISSION FORM**

សេចក្តីណែនាំ/Instructions

សូមបញ្ជូនទម្រង់បែបបទនេះទៅកាន់ មជ្ឈមណ្ឌលសម្រុះសម្រួលវិវាទកម្ពុជា ហៅកាត់ថា "ម.ស.ក." ដែលស្ថិតនៅជិតលោក អ្នក បំផុត។ ចូរភ្ជាប់នូវបញ្ជីឈ្មោះភាគីដែលនឹងត្រូវចូលរួម ប្រសិនបើមានភាគីច្រើន។ ការិយាល័យសន្តានកម្មអន្តរជាតិ (ស.ក.អ) នៃ មជ្ឈមណ្ឌលសម្រុះសម្រួលវិវាទកម្ពុជា នឹងធ្វើការទំនាក់ទំនងទៅដល់គ្រប់ភាគី ដើម្បីធ្វើការសម្របសម្រួលដំណើរការដោះស្រាយវិវាទរបស់លោក អ្នក។

Please submit this case submission form to the nearest office of the mediation and ADR services of the Cambodian Centre for Mediation (CCM). Additionally, if multiple parties are involved, attach a service list. The Coordinator of the Office of Santheankam International (OSI) of CCM will contact all parties to coordinate the alternation dispute resolution (ADR) process.

| កាតិណាមធារ / CLAIMANT PARTY | | | | |
|---|--|-----------------------------|--|----------|
| ឈ្មោះ/Name | | ភេទ/Sex | | អាយុ/Age |
| អសយដ្ឋានបច្ចុប្បន្ន/ Current address | | | | |
| មុខរបរ/Occupation | | ស្ថាប័ន/អង្គភាព/Institution | | |
| លេខទូរស័ព្ទ/Contact number | | អ៊ីម៉ែល/E-mail address | | |
| កាតិឆ្លើយតប / RESPONDENT PARTY | | | | |
| ឈ្មោះ/Name | | ភេទ/Sex | | អាយុ/Age |
| អសយដ្ឋានបច្ចុប្បន្ន/ Current address | | | | |
| មុខរបរ/Occupation | | ស្ថាប័ន/អង្គភាព/Institution | | |
| លេខទូរស័ព្ទ/Contact number | | អ៊ីម៉ែល/E-mail address | | |
| ភាគីផ្សេងទៀតដែលពាក់ព័ន្ធនៅក្នុងវិវាទ/Other parties to dispute | | | | |
| | | | | |
| ចូររាយឈ្មោះភាគីដែលបានយល់ព្រមប្រើប្រាស់សេវាសម្រុះសម្រួល/List parties who have agreed to use mediation | | | | |
| | | | | |
| លក្ខណៈនៃវិវាទ ឬសំណើធានា និងការគាំទ្រដល់សុខុមាលភាពស្វែងរកដោយកាតិណាមធារ / NATURE OF DISPUTE / CLAIMS & RELIEF SOUGHT BY CLAIMANT PARTY | | | | |
| ចូរភ្ជាប់នូវការពិពណ៌នាដោយសង្ខេបពីករណីវិវាទ ដោយរួមបញ្ចូលបញ្ហានានាដែលមានការខ្វែងគំនិតគ្នា និងប្រវត្តិករណីវិវាទនោះ/ Attach a brief description of the case, including issues in controversy and case history. | | | | |
| | | | | |

| | | | |
|---|--|---|---|
| ព័ត៌មានពីករណីវិវាទ / CASE INFORMATION | | | |
| កាលបរិច្ឆេទផុតកំណត់សម្រាប់ធ្វើការសម្រុះសម្រួលវិវាទ(ប្រសិនបើអាចដាក់បាន)/ Mediation deadline (If applicable) | | | |
| | | | |
| ព័ត៌មានសម្រាប់ការសម្រុះសម្រួលវិវាទ / SESSION INFORMATION | | | |
| កាលបរិច្ឆេទដែលត្រូវស្នើសុំ និងអាចចូលរួមក្នុងដំណើរការសម្រុះសម្រួលវិវាទ/Requested and available dates for mediation session | | ចំនួនថ្ងៃស្នើសុំសម្រាប់ការសម្រុះសម្រួលវិវាទ/Number of days proposed for mediation session | |
| | | | |
| (សូមផ្តល់កាលបរិច្ឆេទចំនួនពីរដើម្បីជ្រើសរើស - បើអាច កាលបរិច្ឆេទដែលមានការព្រមព្រៀងគ្នា) / [Please provide a few available dates - if possible, mutually agreed dates] | | | |
| ព័ត៌មានពីអ្នកសម្រុះសម្រួល ឬសន្តិករ / MEDIATOR INFORMATION | | | |
| ភាគីមានបំណងជ្រើសរើសសន្តិករដោយខ្លួនឯង/Parties wish to choose their own Mediator(s): | | ឈ្មោះសន្តិករ/Mediator name(s): | |
| ភាគីស្នើឱ្យ ម.ក.ស. ចាត់តាំងសន្តិករដែលសមស្រប/Parties wish for CCM to appoint appropriate Mediators: | | <input type="checkbox"/> សន្តិករ ១ ឬ /1 Mediator; or <input type="checkbox"/> សន្តិករ ២/2 Mediators | |
| ការចំណាយលើការសម្រុះសម្រួល / COSTS OF THE MEDIATION | | | |
| ភាគីទាមទារ/Claimant Party | % | ភាគីឆ្លើយតប/Respondent Party | % |
| | | | |
| ព័ត៌មានពីការដាក់ពាក្យ / SUBMISSION INFORMATION | | | |
| ដាក់ពាក្យដោយ/Submitted by | | កាលបរិច្ឆេទ/Date | |
| ឈ្មោះនិងហត្ថលេខារបស់អ្នកដាក់ពាក្យ/Applicant's Name and Signature: | | | |
| សម្រាប់ការិយាល័យអ្នកសម្រុះសម្រួល / OFFICIAL USE | | | |
| ប្រភេទវិវាទ/Nature of Dispute | <input type="checkbox"/> វិវាទគ្រួសារ/Family Dispute <input type="checkbox"/> វិវាទកិច្ចសន្យា/Contract Dispute <input type="checkbox"/> វិវាទការងារ/Labour Dispute <input type="checkbox"/> វិវាទពាណិជ្ជកម្ម/Commercial Dispute | <input type="checkbox"/> វិវាទការបរិហារកេរ្តិ៍/Defamation/Insult <input type="checkbox"/> វិវាទដីធ្លី/Land or Tenancy Dispute <input type="checkbox"/> វិវាទសំណង់/Construction Dispute <input type="checkbox"/> វិវាទផ្សេងៗ/Others | |

សម្រាប់ព័ត៌មានបន្ថែម ឬស្នើសុំសេវាសន្តិករកម្ម / For more information or to set a case: សូមទំនាក់ទំនងលោក សុខ លាង អ្នកគ្រប់គ្រងករណីវិវាទដែលមានលេខទូរស័ព្ទ និង អ៊ីម៉ែលដូចខាងក្រោម/Please contact Mr Sok Leang, Case Coordinator at (+855) 12 588 081/ 12 921 614 OR E-mail: sokleanghrd@gmail.com.

ANNEX B - MEDIATION REQUEST RECEIPT

**CAMBODIAN CENTRE FOR MEDIATION
MEDIATION SERVICE
MEDIATION REQUEST RECEIPT**

| | | | | |
|--|--|---------------------------|--|----------|
| បញ្ជាក់ដៃទទួលពាក្យស្នើសុំការសម្រុះសម្រួលវិវាទ/Mediation Request Receipt | | | | |
| កាលបរិច្ឆេទនៃការដាក់ពាក្យស្នើសុំការសម្រុះសម្រួល៖/ Mediation Request Submission Date | | | | |
| កម្មវត្ថុនៃការស្នើសុំ/ Objective | | | | |
| | | | | |
| | | | | |
| ឈ្មោះភាគីស្នើសុំ/ Claimant party name | | ភេទ/Sex | | អាយុ/Age |
| មុខរបរ/Occupation | | ស្ថាប័ន/Institution | | |
| អាសយដ្ឋានបច្ចុប្បន្ន/ Current address | | | | |
| លេខទូរស័ព្ទ/Contact number | | អ៊ីម៉ែល/E-mail address | | |
| | | | | |
| ឈ្មោះភាគីឆ្លើយតប/ Respondent party name | | ភេទ/Sex | | អាយុ/Age |
| មុខរបរ/Occupation | | ស្ថាប័ន/Institution | | |
| អាសយដ្ឋានបច្ចុប្បន្ន/ Current address | | | | |
| លេខទូរស័ព្ទ/Contact number | | អ៊ីម៉ែល/E-mail address | | |

ធ្វើនៅ/At: ថ្ងៃទីខែឆ្នាំ/Date:

ហត្ថលេខាអ្នកទទួលពាក្យស្នើសុំ/
Claim receiver signature:

ឈ្មោះអ្នកទទួលពាក្យស្នើសុំ/
Claim receiver name:

ANNEX C - AGREEMENT TO MEDIATE

**CAMBODIAN CENTRE FOR MEDIATION
MEDIATION SERVICE
AGREEMENT TO MEDIATE**

THIS AGREEMENT TO MEDIATE is made between:

- (1). The Cambodian Centre for Mediation, ("CCM");
- (2). of ("Party A");
- (3). of ("Party B");
- (4). of (the "Mediator"); and
- (5). of (the "Mediator");

WHEREAS

- A. Party A and Party B (the "Parties") have requested the mediation services provided by CCM's Office of the Santheankam International (the "OSI") to assist them to resolve the dispute(s) between them.
- B. The Parties agree to attempt, in good faith, to resolve their dispute(s) by mediation.
- C. CCM and the Mediator(s) agree to provide mediation services to assist the Parties in resolving the dispute in accordance with the Procedures of the CCM.

IT IS AGREED as follows:

1. Agreement to Abide by any Settlement

- 1.1 The Parties agree to abide by any settlement and to effect the terms thereof, reached as a result of the mediation process.

2. Terms and process of mediation

- 2.1 The Parties agree:

- (i). To abide by CCM's Mediation Procedure which, among other things governs the terms and process of the said mediation.
- (ii). That the mediation process will involve the Parties, the representatives and/or advisors (if any) of the Parties and the Mediator(s).

3. Confidentiality

- 3.1 The mediation will be conducted in confidence and on a without prejudice basis.
- 3.2 The mediator will not be compelled to divulge such records or to testify or give evidence in regard to the mediation in any adversary proceeding or judicial forum. The parties will maintain the confidentiality of the mediation and will not rely upon or introduce as evidence in any arbitral, judicial or other proceedings.
- 3.3 All persons involved in the mediation duly undertake to keep confidential and not use for any ulterior or collateral purpose.
- 3.4 All documents (including anything stored electronically) and/or any other information produced for, or arising in relation to or following from the mediation shall not be discoverable in any proceedings connected with the dispute.
- 3.5 The parties will not call the Mediator(s) or CCM (or any employee, officer or representative) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.

4. Waiver of Liability

- 4.1 The Mediator(s) will not be liable to the parties for an act or omission in connection with the mediation service provided by him/her, unless the act or omission is fraudulent or involves professional misconduct.
- 4.2 CCM will not be liable to the parties for an act or omission in connection with the services provided by the mediator or in relation to the mediation.
- 4.3 The parties will not make any claim against the Mediator(s) and/or CCM, its officers and employees for any matter in connection with or in relation to mediation service.

5. Counterparts

5.1 This agreement may be signed by the Parties, CCM and the Mediator(s) in any number of counterparts, all of which taken together and when delivered to one another, including by scanned electronic copies, shall constitute one and the same document.

កាលបរិច្ឆេទ/Date:

ចុះហត្ថលេខាដោយ/Signed by:

សាក្សី/witness

.....

ភាគីទាមទារ/Party A

.....

ឈ្មោះ/Name

.....

ភាគីឆ្លើយតប ឬតំណាង/for and on behalf of
party B

.....

ឈ្មោះ/Name

.....

សន្ទានករទី១/Mediator 1

.....

ឈ្មោះ/Name

.....

សន្ទានករទី២/Mediator 2

.....

ឈ្មោះ/Name

.....

នាយកប្រតិបត្តិ ឬតំណាង ម.ស.ក./
Executive Director, for and on behalf of CCM

.....

ឈ្មោះ/Name

ANNEX D - MEDIATION MANUAL

CAMBODIAN CENTRE FOR MEDIATION MEDIATION SERVICE MEDIATION MANUAL

Definition of MEDIATION

CCM adopted the definition of mediation of the Guide of NADRAC² describe as follows: Mediation is a process in which the parties to a dispute, with the assistance of a dispute resolution practitioner (the Mediator), identify the disputed issues, develop options, consider alternatives and endeavour to reach an agreement. The mediator has no advisory or determinative role in regard to the content of the dispute or the outcome of its resolution, but may advise on or determine the process of mediation whereby resolution is attempted.

Stages of MEDIATION

Stage 1 – Pre-Mediation

Stage 2 – Opening Statement

Stage 3 – Story Telling

Stage 4 – Summaries

Stage 5 – Agenda Setting

Stage 6 – Exploration

Stage 7 – Private Session

Stage 8 – Negotiation

Stage 9 – Agreement

Stage 10 – Closure

Stage 11 – Debrief.

² The Australian Standard and National Alternative Dispute Resolution Advisory Council (NADRAC), Guide to Dispute Resolution, 2012.

ANNEX E - CODE OF CONDUCT

CAMBODIAN CENTRE FOR MEDIATION MEDIATION SERVICE CODE OF CONDUCT

The purpose of this Code of Conduct (“Code”) is to ensure that all mediators of the Cambodian Centre for Mediation of the Office of Santheankam International (“Office”) for the Fee-Based and Pro Bono Mediation Services in Cambodia are guided by a single set of ethical rules and principles.

The Code establishes rules that promote the confidence of all the users in the process of mediation.

All mediators of the Cambodian Centre for Mediation are required to comply with the Code.

SECTION A. DUTIES TOWARDS THE PARTIES

1. Independence

- a. Before accepting an appointment as a mediator, the Mediator must declare to the Office, to the best of his/her knowledge, his/her prior or anticipated dealings or relations, personal or business, with any Party, and represent that he/she is independent of any of the Parties.
- b. The Mediator should ensure that she/he is able to act as the Mediator with full independence and will not be under any influence of any Party throughout the process of mediation.
- c. The duty to ensure independence as described above is a continuing obligation of the Mediator.

2. Neutrality

The Mediator shall not:

- a. Give legal advice to any Party, prior, during or after the mediation.
- b. Give expert advice to any party, prior, during or after the mediation.
- c. Impose a result on any Party; nor

- d. Adjudicate or decide on all or any issues in relation to the dispute.

3. Impartiality

The Mediator shall always act and endeavour to be seen to act, impartially towards all the Parties. If prior or during the mediation, the Mediator becomes aware of any circumstances that may affect his or her ability to act impartially, the Mediator must immediately inform the Parties and the Office of such circumstances. If the Mediator considers that he or she is not able to conduct the process in an impartial manner, he or she must inform CCM immediately and discuss options.

4. Conflict of interest

- a. Before accepting an appointment as a mediator, the Mediator has to disclose, to the best of his or her knowledge, any financial, personal, or other interest, whether actual, potential or perceived, direct or indirect, that he or she may have in the outcome of the mediation.
- b. The Mediator has a continuing obligation to disclose any conflict of interest that arises after accepting the appointment as a mediator.
- c. The mediator must inform CCM of any relationships he/she intends to have with one or more parties to a mediation post the mediation session.

5. Voluntary participation

- a. The Mediator shall inform the Parties of their right to withdraw from the mediation process at any time, after consultation with the Mediator, without giving any justification.
- b. The Mediator may terminate the mediation if, after consultation with the Parties, he or she determines that he or she will be unable to assist the Parties effectively in the process.

6. Informed consent

- a. The Mediator shall explain to all Parties the nature of the mediation process, the procedures in the mediation and his or her role as a mediator.

- b. The Mediator shall ensure that all Parties and participants sign the Agreement to Mediate before the mediation begins.
- c. The Mediator shall ensure that each Party understands the terms of the Settlement Agreement before signing it. In the event the Party needs legal advice, the Mediator shall provide such Party an opportunity to procure external legal advice before signing the Settlement Agreement but in no circumstances shall provide such advice himself/herself.

7. Self-determination

The Mediator shall ensure that the Parties are able to make free and un-coerced decisions in relation to the mediation process and the outcome, including termination of the process, continuation, suspension thereof, and settlement.

8. Confidentiality

- a. The Mediator shall keep all information, arising out of or in connection with the mediation confidential (whether such information arises out of telephone conversations, meetings, email, or any other means) except that:
 - (i). documents and oral statements, which existed and were available to all parties, or were made before the mediation with the full knowledge of all parties of the content, are not protected under confidentiality.
 - (ii). The mediator will not keep any records, documents and emails relevant to the content of the mediation. All such records, documents and emails are to be destroyed immediately after the mediation session.
 - (iii). the disclosure is necessary in relation to the work of the Office of the Santheankam International such as sharing the information with the Office of the Santheankam International, the other mediators of the Cambodian Centre for Mediation in a confidential setting;
 - (iv). the Office of Santheankam International may determine that there appears to be an imminent risk of serious harm and waive confidentiality; and
 - (v). the disclosure is permitted to enforce a mediated settlement agreement.
- b. The Mediator should not disclose any information provided to him or her by one Party in a separate session in confidence.

SECTION B. DUTIES IN RELATION TO THE PROCESS

9. Competence

- a. The Mediator shall be competent and knowledgeable in the process of mediation to satisfy the reasonable expectation of the Parties. Relevant factors shall include proper training and continuous enhancement of the knowledge and skills required in mediation, having regard to the nature of the disputes that the Mediator is required to handle.

- b. The Mediator shall also ensure that he/she will have sufficient time and attention to conduct the mediation process expeditiously and efficiently. The Mediator shall not take the case if he/she does not have requisite competence in the subject matter of the dispute or sufficient time to appropriately handle the case as per the present Code and other applicable rules that may be adopted in relation to the Cambodian Centre for Mediation or mediations involving NGO organizations.

10. Fairness in the process

The Mediator shall conduct the mediation process with fairness to all Parties in conducting the mediation process and will ensure that each Party will be given adequate opportunity to participate in the discussions in the mediation.

11. Recording of settlement

If the Parties reach a settlement in the mediation, the Mediator may assist the Parties to record terms of settlement in writing and ensure that the Parties understand and accept the terms of any settlement.

12. Advertising

The Mediator shall not use the fact that he/she is a member of the Cambodian Centre for Mediation for advertising purposes to procure other business and shall not represent to any party that he/she is a staff member of the Cambodian Centre for Mediation, Firms, Associates, or any NGOs. The mediator is an independent mediator/contractor serving on an on-call basis, and such capacity shall be accurately represented to any inquiring parties. The mediator, however, is not precluded from including his/her involvement with the Cambodian Centre for Mediation on his/her resume, professional websites, or other materials for informational purposes.

Mediators must notify and seek prior approval if the mediator wishes to use his/her CCM accreditation for personal and or commercial situations.

ANNEX F - FEE SCHEDULE

**CAMBODIAN CENTRE FOR MEDIATION
MEDIATION SERVICE
FEE SCHEDULE**

ANNEX G - MEDIATION AGREEMENT

**CAMBODIAN CENTRE FOR MEDIATION
MEDIATION SERVICE
MEDIATION AGREEMENT**

.....៖កាលបរិច្ឆេទ/Date

វត្តមាន

ឈ្មោះភាគីស្នើសុំ/
Claimant party name

.....
.....

អាសយដ្ឋានបច្ចុប្បន្ន/
Current address

.....
.....

និទ

ឈ្មោះភាគីឆ្លើយតប/
Respondent party
name

.....
.....

អាសយដ្ឋានបច្ចុប្បន្ន/
Current address

.....
.....

ការសម្រុះសម្រួលលេខ/
Mediation session #

.....

កាលបរិច្ឆេទ/
on date

.....

ប្រវត្តិ/BACKGROUND

១. នៅក្នុងដំណើរការសម្រុះសម្រួល យើងបានពិភាក្សាលើ/During the mediation we discussed:

.....
.....
.....
.....

២. លទ្ធផលនៃការសម្រុះសម្រួល/Results of mediation session:

(កំណត់សម្គាល់ មិនមានកិច្ចព្រមព្រៀងនៃការសម្រុះសម្រួលវិវាទណាមួយ ត្រូវបានចងភ្ជាប់កាតព្វកិច្ចទេ លុះត្រាតែភាគីទាំងពីរបានព្រៀងគ្នាផ្សេងពីនេះ/Note: no agreement(s) of mediation is binding unless both parties explicitly agree).

.....
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.....
.....

៣. លក្ខខណ្ឌនៃកិច្ចព្រមព្រៀងដំណោះស្រាយ/Terms of the Mediation Agreement

It is agreed as follows:

.....
.....
.....
.....

៤/4. This Agreement is in full and final settlement of any causes of action whatsoever which the Parties [and any subsidiaries of the Parties] have against each other [*it is important that such a clause is only included after a careful check has been made as to whether there are any other possible outstanding causes of action between the Parties which can safely be compromised (or ought not to be compromised) in this way*].

៥/5. This agreement supersedes all previous agreements between the parties [in respect of all matters relevant to the Dispute] except for those terms of the Agreement to Mediate of continuing effect including the confidentiality of the mediation process, the Parties' undertaking not to call the mediator to give evidence and the liability of the Mediator.

៦/6. If any dispute arises out of this Agreement, the Parties will attempt to settle it by mediation before resorting to any other means of dispute resolution. To initiate any such mediation a Party must give notice in writing to the Mediator. Insofar as possible the terms of the Agreement to Mediate will apply to any such further mediation. If no agreement of mediation of such a dispute is reached within [28] days from the date of the notice to the Mediator, either party may refer the dispute to the ADR mediation service under the rules of the ADR standards of CCM)].

៧/7. The Parties will keep confidential and not use for any collateral or ulterior purpose the terms of this Agreement except insofar as is necessary to implement and enforce any of its terms or as otherwise agreed in writing by the Parties.

៨/7. The Parties acknowledged that any agreement reached in Mediation is done without any influence from the Mediator.

ចុះហត្ថលេខាដោយ/Signed by:

ភាគីទាមទារ/Party A

ឈ្មោះ/Name

.....

ភាគីឆ្លើយតប ឬតំណាង/for and on behalf of
party B

.....

ឈ្មោះ/Name

.....

សន្ទានករទី១/Mediator 1

.....

ឈ្មោះ/Name

.....

សន្ទានករទី២/Mediator 2

.....

ឈ្មោះ/Name

.....

នាយកប្រតិបត្តិ ឬតំណាង ម.ស.ក./
Executive Director, for and on behalf of CCM

.....

ឈ្មោះ/Name