

## 附录八：

### JIMC 调解规则

#### JIMC Mediation Rules

( Effective as of November 20 ,2018 )

##### **Article 1 Application of these Rules**

These Mediation Rules( these “Rules”) shall apply to mediation administered by the Japan International Mediation Center in Kyoto( the “Center” ).

##### **Article 2 Modification by Agreement**

The parties may at any time agree to modify any provision of these Rules.

##### **Article 3 Commencement of Mediation**

1. Any party wishing to commence mediation shall send a written request for mediation( the “Request” ) to the Center and to the other party to the mediation. The Request shall be sent to the Centre by postal service, facsimile, or e-mail or any other electronic means, together with the filing fee provisioned in Appendix( Fee Schedule for Institutional Mediation. The mediation proceedings shall commence when the Centre acknowledges receipt of the Request and the filing fee.

2. The Request shall include the following information:

( a ) the name, address, telephone number, facsimile number and email address( the “Contact Details” ) of the requesting party;

( b ) the Contact Details of the attorney or counsel representing the requesting party, if any;

( c ) the Contact Details of the other party to the mediation to the extent of the requesting party’s knowledge; and

( d ) the agreement to mediate between the parties, if any.

3. Except where there is agreement to mediate between the parties, the Center shall

promptly after its acknowledgement of receipt of the Request and the filing fee, dispatch the notice of the Request to the other party and request them to confirm whether or not they agree to mediate. The Request is deemed to be refused by the other party that does not confirm its agreement within 14 days of the date of such dispatch and the mediation proceedings shall terminate.

4. The Center shall request the parties to the mediation to pay deposits to cover administrative and other expenses after its acknowledgement of the receipt of the filing fee and confirmation of agreement to mediate by the other party under Article 3. 3. Upon termination of the proceedings, the Center shall fix the total costs of the mediation and reimburse the parties for any excess payments.

5. If any requested deposit under Article 3. 4 is not paid in full, the Center may stay the mediation proceedings. Following the payment of all requested deposits, the Center shall consult with the parties and the mediator (if appointed) about the mediation proceedings.

#### **Article 4 Number and Appointment of Mediators**

1. There shall be one mediator unless the parties agree otherwise.

2. The parties may request the Center to provide a list of candidates for mediator.

3. The parties may request the Center to recommend one or more candidates for mediator.

4. Where the parties are unable to agree on a mediator within 20 days from the date of commencement of the mediation, the Center may appoint a mediator after consultation with the parties.

5. The Center shall consider a prospective mediator's attributes including but not limited to nationality, skills, qualifications, and experience.

6. Before appointment, a prospective mediator shall submit to the Center a written declaration of acceptance of appointment including a statement of impartiality and independence and shall disclose to the parties all circumstances concerning impartiality and independence.

7. Calculation, administration, payment, and other matters concerning mediators'

fees and expenses are set out in the Institutional Mediation Regulations of the Center.

#### **Article 5 Conduct of the Mediation**

1. In conducting the mediation proceedings, the mediator shall treat the parties fairly and impartially taking into account the circumstances of the case.

2. The mediator may, at any stage of the proceedings, make proposals for settlement of the dispute.

3. The parties shall make every effort to conduct the mediation proceedings in an expeditious manner.

4. The Center will provide general administrative support to facilitate the conduct of the mediation proceedings.

5. The Center may appoint a person to assist the mediator with administering proceedings subject to agreement by the parties. The Center shall disclose to the parties in advance information about such assistant and the parties may object to such appointment. Any such assistant will function at no cost to the parties unless agreed otherwise among the parties and the assistant.

#### **Article 6 Communications Between the Mediator and the Parties**

1. The mediator may meet or communicate with the parties jointly or individually.

2. If the mediator meets or communicates with a party individually, the mediator shall inform the other party about such meeting or communication.

3. Where the mediator receives information about the dispute from a party, the substantial content of this information will not be disclosed without the consent of that party.

#### **Article 7 Confidentiality**

1. Any information relating to the mediation proceedings shall be kept confidential except where its disclosure is necessary under the applicable law or for the purposes of implementation and enforcement of a settlement agreement.

2. The parties to the mediation, the mediator, and any other persons involved in

the mediation proceedings shall not rely on, introduce as evidence, or give testimony based on in any arbitration, judicial or similar proceedings;

(a) the fact that any party made a Request or wished to participate in mediation proceedings; or

(b) any views expressed or suggestions made by any party in the course of the mediation proceedings in respect of a possible settlement of the dispute; or

(c) any statements or admissions made by any party in the course of the mediation proceedings; or

(d) any proposals made by the mediator; or

(e) the fact that any party indicated its willingness to accept a proposal for settlement made by the mediator; or

(f) the documents prepared solely for the mediation proceedings.

However, if required to do so under applicable law or for purposes of implementation or enforcement of a settlement agreement, the parties may disclose or produce such information or evidence to the extent necessary.

3. The provisions of this Article shall be applicable whether or not the arbitration, judicial or similar proceedings relate to the dispute that is subject of the present or past mediation proceedings.

### **Article 8 Termination of Mediation Proceedings**

The mediation proceedings shall terminate:

(a) by the signing by the parties of a settlement agreement, on the date of the agreement; or

(b) by the declaration of the mediator that further efforts at mediation are no longer justified, on the date of the declaration; or

(c) by the declaration of a party addressed to the other party and the mediator, if appointed, that the mediation proceedings are terminated, on the date of declaration; or

(d) by the refusal by the other party of the Request notified in accordance with Article 3.3, on the date of the refusal.

### **Article 9 Arbitration by Mediator**

Unless the parties agree otherwise, the mediator shall not act as an arbitrator in respect of a dispute that is the subject of the present or past mediation proceedings, or any dispute arising out of or in connection with the same contract or legal relationship or the related contract or legal relationship.

### **Article 10 Resort to Arbitration or Litigation**

Either party may commence any arbitration or judicial proceedings in respect of a dispute that is the subject of mediation proceedings under these Rules where, in its opinion, such proceedings are necessary for preserving its own rights. The commencement of such proceedings shall not be deemed to be an abandonment of an agreement to mediate or a termination of mediation proceedings.

### **Article 11 Correspondence**

1. Correspondence provided for in these Rules may be conducted by e-mail, facsimile, or postal service; provided that the mediator may determine otherwise.
2. All correspondence to the Center shall be in Japanese or English.

### **Article 12 Limitation of Liability**

The mediator, the Center, and directors, officers and employees of the Center shall not be liable to any person for any act or omission in connection with mediation proceedings unless such act or omission is intentional or the result of gross negligence.

### **Article 13 Fees**

Fees are set out in Appendix (Fee Schedule for Institutional Mediation).

Calculation, administration, payment, and other matters concerning mediators' fees and expenses shall be discussed and determined between the parties and the mediator after appointment. The Center shall not be responsible or liable for these arrangements.

## Appendix

### Japan International Mediation Center in Kyoto

#### Fee Schedule for Institutional Mediation

#### Article 1 Filing Fee

The party filing the Request shall make a payment of JPY 50,000 as the filing fee. The filing fee is not refundable.

#### Article 2 Administrative Expenses

1. Each party shall pay the administrative expenses of the Center as set out below:

Amount in dispute	Administrative expenses per party
Up to JPY 19,999,999	JPY 100,000
From JPY 20,000,000 to JPY 99,999,999	JPY 150,000
From JPY 100,000,000 to JPY 199,999,999	JPY 250,000
From JPY 200,000,000 to JPY 999,999,999	JPY 350,000
From JPY 1,000,000,000 to JPY 4,999,999,999	JPY 450,000
Over JPY 5,000,000,000	JPY 500,000

2. Where the amount in dispute is not stated, the administrative expenses shall be fixed by the Center at its discretion taking into account all circumstances of the case including indicators of the value of the dispute.

3. In exceptional circumstances, the Center may at its discretion fix the administrative expenses in excess of the provisions in Article 2. 1.