

IELA Mediation Rules

Article 1 - Scope of Application of Rules

(1) An IELA member may request a mediation with another IELA member under the IELA Mediation Rules for disputes in connection with their business activities (packing, customs clearance, movement of materials to be exhibited in congresses, trade fairs and events and in the rendering of all ancillary service thereto).

(2) Where a mediation agreement provides for mediation under the IELA Mediation Rules and/or where a request for mediation has been submitted by an IELA member to the secretariat, these Rules shall be deemed to form part of that mediation agreement. Unless the parties have agreed otherwise, these Rules as in effect on the date of the commencement of the mediation shall apply.

(3) This version of the Rules, in force as from [DATE], shall apply to all mediations in which the Request for Mediation is submitted on or after that date, unless the parties have agreed otherwise.

Article 2 - Commencement of the Mediation

(1) An IELA member that wishes to commence mediation shall submit a Request for Mediation in writing and in English to the IELA secretariat and to the other IELA member that is party to the mediation.

(2) The Request for Mediation shall contain or be accompanied by:

- (a) the names, addresses and telephone, e-mail, or other communication references of the parties to the dispute and of the representative of the party filing the Request for Mediation;
- (b) a copy of the mediation agreement if such agreement has been concluded; and
- (c) a brief statement of the nature of the dispute and an estimate of the amount in dispute (if any).

(3) In the absence of a mediation agreement, a party that wishes to propose submitting a dispute to mediation shall submit a Request for Mediation in writing to the IELA secretariat. It shall at the same time send a copy of the Request for Mediation to the other IELA member. The Request for Mediation shall include the information set out in Article 2 (2) (a) and (c). The IELA secretariat may assist the parties in considering the Request for Mediation.

(4) The date of the commencement of the mediation shall be the date on which the Request for Mediation is received by the IELA secretariat.

(5) The IELA secretariat shall immediately inform the parties in writing of the receipt of the Request for Mediation and of the date of commencement of the mediation.

(6) If the responding party informs the IELA secretariat that it does not agree to mediate under the Rules, the mediation shall not proceed. The IELA secretariat shall promptly inform the parties in writing.

Article 3 - Selection of the Mediators

(1) Unless the parties have otherwise agreed themselves on the person of the mediator or on another procedure for appointing the mediator, the Board of IELA shall, after consulting the parties, either appoint a mediator or propose a list of candidates of mediators to the parties. All of the parties may jointly nominate a mediator from said list for appointment by the Board, failing which the Board shall appoint a mediator.

(2) The amount of Mediators shall always be uneven, 1 or three.

(3) The Board shall similarly be authorized to appoint a mediator if a person is not able or does not wish to accept the Board's invitation to be a mediator, or if there appear to be other reasons precluding that person from being the mediator.

(4) When appointing a mediator, the Board shall consider the prospective mediator's attributes, including but not limited to nationality, language skills, training, qualifications and experience, and the prospective mediator's availability and ability to conduct the mediation in accordance with the Rules. The Board shall appoint a mediator based on the proposal of an IELA Working Group, the IELA secretariat or otherwise.

(5) Upon agreement of all of the parties, the Board may appoint more than one mediator in accordance with the provisions of the Rules. In appropriate circumstances, the Board may propose to the parties that there be more than one mediator.

(6) The prospective mediator shall, by accepting appointment, be deemed to have undertaken to make available sufficient time to enable the mediation to be conducted expeditiously.

(7) The mediator shall be neutral, impartial, and independent.

Article 4 - Representation of Parties and Participation in Meetings

(1) The parties may be represented or assisted in their meetings with the mediator.

(2) Immediately after the appointment of the mediator, the names and addresses of persons authorized to represent a party, and the names and positions of the persons who will be attending the meetings of the parties with the mediator on behalf of that party, shall be communicated by that party to the other party, the mediator and the IELA secretariat.

Article 5 - Conduct of the Mediation

(1) The mediation shall be conducted in the manner agreed by the parties, including meetings by telephone, videoconference or using online tools. If, and to the extent that the parties have not made such agreement, the mediator shall, in accordance with these Rules, determine the way the mediation shall be conducted.

(2) Each party shall cooperate in good faith with the mediator to advance the mediation as expeditiously as possible.

(3) The mediator shall be free to meet and to communicate separately with a party on the clear understanding that information given at such meetings and in such communications shall not be disclosed to the other party, but to any other mediator, without the express authorization of the party giving the information.

(4) As soon as possible after being appointed, the mediator shall, in consultation with the parties, establish a timetable for the submission by each party to the mediator and to the other party of a statement summarizing the background of the dispute, the party's interests and contentions in relation to the dispute and the present status of the dispute, together with such other information and materials as the party considers necessary for the purposes of the mediation and, in particular, to enable the issues in dispute to be identified.

(5) The mediator may at any time during the mediation suggest that a party provide such additional information or materials as the mediator deems useful.

(6) Any party may at any time submit to the mediator, for consideration by the mediator only, written information or materials which it considers to be confidential. The mediator shall not, without the written authorization of that party, disclose such information or materials to the other party but to any other mediator.

(7) Unless otherwise agreed by the parties, the conduct of the mediation is subject to Swiss law.

Article 6 - Role of the Mediator

(1) The mediator shall promote the settlement of the issues in dispute between the parties in any manner that the mediator believes to be appropriate but shall have no authority to impose a settlement on the parties.

(2) Where the mediator believes that any issues in dispute between the parties are not susceptible to resolution through mediation, the mediator may propose, for the consideration of the parties, procedures or means for resolving those issues which the mediator considers are most likely, having regard to the circumstances of the dispute and any business relationship between the parties, to lead to the most efficient, least costly, and most productive settlement of those issues. In particular, the mediator may so propose:

- (a) an expert determination of one or more particular issues;
- (b) arbitration;
- (c) the submission of last offers of settlement by each party and, in the absence of a settlement through mediation, arbitration conducted based on those last offers pursuant to an arbitral procedure in which the mission of the arbitral tribunal is confined to determining which of the last offers shall prevail.

Article 7 - Confidentiality

(1) The mediation is confidential.

(2) No recording of any kind shall be made of any meetings of the parties with the mediator.

(3) Each person involved in the mediation, including, in particular, the mediator, the parties and their representatives and advisors, any independent experts and any other persons present during the meetings of the parties with the

mediator, shall respect the confidentiality of the mediation and may not, unless otherwise agreed by the parties and the mediator, use or disclose to any outside party any information concerning, or obtained in the course of, the mediation. Each such person shall sign an appropriate confidentiality obligation prior to taking part in the mediation.

(4) Unless required to do so by applicable law or otherwise agreed by the parties and except to the extent necessary to enforce a written settlement agreement that concludes the mediation, the mediator and the parties shall not produce as evidence or introduce in any manner whatsoever in any judicial, arbitral or similar proceedings:

- (a) any documents, statements or communications which are submitted by another party or by the mediator in or for the mediation, unless they can be obtained independently by the party seeking to produce them in judicial, arbitral or similar proceedings;
- (b) any views expressed, or suggestions made by any party during the mediation with regard to the dispute or the possible settlement of the dispute;
- (c) any admissions made by another party during the mediation;
- (d) any proposals made, or views expressed by the mediator;
- (e) the fact that any party had or had not indicated during mediation that it was ready to accept a proposal for a settlement.

Article 8 - Termination of the Mediation

(1) The mediation shall be terminated:

- (a) by the signing of a settlement agreement by the parties covering any or all of the issues in dispute between the parties;
- (b) by the decision of the mediator if, in the mediator's judgment, further efforts at mediation are unlikely to lead to a resolution of the dispute;
- (c) by a written declaration of a party at any time but not earlier than after attending the first meeting of the parties with the mediator; or
- (d) 15 days after a second reminder in writing from the IELA secretariat, to pay the required deposit pursuant to Article 11.

(2) Upon the termination of the mediation according to subparagraph (1)(a)-(c), the mediator shall promptly send to the IELA secretariat a notice in writing that the mediation is terminated and shall indicate the date on which it terminated, whether or not the mediation resulted in a settlement of the dispute and, if so, whether the settlement was full or partial. The mediator shall send to the parties a copy of the notice so addressed to the IELA secretariat.

(3) The IELA secretariat shall keep the said notice of the mediator confidential and shall not, without the written authorization of the parties, disclose either the existence or the result of the mediation to any person.

(4) The IELA secretariat may, however, include information concerning the mediation in any aggregate statistical data that it publishes concerning its activities, provided that such information does not reveal the identity of the parties or enable the particular circumstances of the dispute to be identified.

(5) Unless required by a court of law or authorized in writing by the parties, the mediator shall not act in any capacity whatsoever, otherwise than as a mediator, in any pending or future proceedings, whether judicial, arbitral or otherwise, relating to the subject matter of the dispute.

Article 9 - Administration Fee

(1) The Request for Mediation shall be subject to the payment to the IELA secretariat of an administration fee by each of the parties, the amount of which is CHF 500.00 per party.

(2) The administration fee shall not be refundable.

(3) No action shall be taken by the IELA secretariat on a Request for Mediation until the administration fees have been paid.

(4) If a party who has filed a Request for Mediation fails, within 15 days after a second reminder in writing from the IELA secretariat, to pay the administration fee, it shall be deemed to have withdrawn its Request for Mediation. If the other party of the mediation fails to pay its part of the administration fee, the party who filed the Request for Mediation may pay such administrative fee and shall receive a right to claim such part of the administrative fee from the other party after the termination of the mediation.

Article 10 - Fees and Expenses of the Mediator

(1) The amount and currency of the fees of the mediator and the modalities and timing of their payment shall be fixed by the IELA secretariat, after consultation with the mediator and the parties.

(2) The amount of the fees shall, unless the parties and the mediator agree otherwise, be calculated based on the hourly or, if applicable, daily indicative rates set out in the Schedule of Fees applicable on the date of the Request for Mediation, taking into account the amount in dispute, the complexity of the subject matter of the dispute and any other relevant circumstances of the case.

(3) The amount of reasonable expenses of the mediator shall be fixed by the IELA secretariat.

(4) The mediators's fees and expenses shall be fixed exclusively by the IELA secretariat as required by the Rules. Separate fee arrangements between the parties and the mediator are not permitted.

Article 11 - Deposits

(1) The IELA secretariat may, at the time of the appointment of the mediator by the Board, require each party to deposit an equal amount as an advance for the costs of the mediation, including, in particular, the estimated fees of the mediator and the other expenses of the mediation. The amount of the deposit shall be determined by the IELA secretariat.

(2) The IELA secretariat may require the parties to make supplementary deposits.

(3) If a party fails, within 15 days after a second reminder in writing from the IELA secretariat, to pay the required deposit, the mediation shall be deemed to be terminated. The Center shall, by notice in writing, inform the parties and the mediator accordingly and indicate the date of termination.

(4) After the termination of the mediation, the IELA secretariat shall render an accounting to the parties of any deposits made and return any unexpended balance to the parties or require the payment of any amount owing from the parties.

Article 12 - Costs

(1) Unless the parties agree otherwise, the administration fee, the fees of the mediator and all other expenses of the mediation, including, in particular, the required travel expenses of the mediator and any expenses associated with obtaining expert advice, shall be borne in equal shares by the parties.

(2) All personal expenses incurred by a party in relation to the mediation (e.g., its legal fees, hotel, travel, etc.) shall remain the responsibility of that party, unless otherwise agreed by the parties.

Article 13 - Exclusion of Liability

A mediator, all IELA bodies and their employees and representatives shall not be liable to any party for any act or omission in connection with any mediation conducted under these Rules, except to the extent such limitation of liability is prohibited by applicable law.

Article 14 - Waiver of Defamation

The parties and, by accepting appointment, the mediator agree that any statements or comments, whether written or oral, made, or used by them or their representatives in preparation for or in the course of the mediation shall not be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this Article may be pleaded as a bar to any such action.

Schedule of Fees and Costs Mediation¹

(All amounts are in Swiss francs)

Administration Fee	Mediator's Fee	
CHF 500	CHF 250-500 per hour (indicative rates)	CHF 1,250-3,000 per day (indicative rates)

1. A mediator shall be required to maintain a detailed and accurate record of the work done and the time spent on the mediation. Following the termination of the mediation, a copy of such records shall be provided to the parties and the IELA secretariat, together with the mediator's invoice.

2. After consulting with the parties and the mediator, the IELA secretariat shall determine the final amount to be paid to the mediator, taking into consideration the hourly or daily rates and other factors such as the complexity of the subject matter of the dispute and of the mediation, the total time spent by the mediator, the diligence of the mediator and the rapidity of the mediation proceedings.

¹ Any changes to the Schedule of Fees and Costs and payment information details are announced in the IELAs website at www.iela.org