



北京仲裁委员会调解中心
Beijing Arbitration Commission Mediation Center

MEDIATION RULES

Adopted at the First Meeting of the First Session of the council of the
Beijing Arbitration Commission Mediation Center on August 31, 2011.
Effective as of September 28, 2011

MEDIATION FEE SCHEDULE

Adopted at the First Meeting of the First Session of the council of the
Beijing Arbitration Commission Mediation Center on August 31, 2011.
Effective as of September 28, 2011

CONTENTS

Beijing Arbitration Commission Mediation Center
Mediation Rules ----- 1

Beijing Arbitration Commission Mediation Center
Mediation Fee Schedule ----- 11



Beijing Arbitration Commission Mediation Center Mediation Rules

Adopted at the First Meeting of the First Session of the council of the Beijing Arbitration Commission Mediation Center on August 31, 2011. Effective as of September 28, 2011

Article 1

The Beijing Arbitration Commission Mediation Center (hereinafter referred to as “the Center”) is a non-profit social organization providing mediation service established by the Secretariat of the Beijing Arbitration Commission for the promotion of dispute resolution by mediation, to improve the self-governance of industries and social harmony.

All contractual disputes or other disputes over rights and interests in property between natural persons, legal persons and other organizations may be referred to the Center for mediation.

Article 2

Where parties to a dispute provide for mediation of the dispute by the Center, these Rules shall apply. If the parties have agreed to the application of a different procedure or a different set of mediation rules, their agreement shall prevail.

These rules shall not apply in the conciliation presided over by an arbitral tribunal during the process of arbitration.

Article 3

Mediation shall follow the principle of voluntary participation by the parties.

Article 4

Where the parties apply and the Center consents, the Center may conduct mediation jointly with other dispute settlement organizations, or mediate disputes jointly or solely at the invitation or with the entrustment of other organizations.

Article 5

The Center accepts cases based upon the Request for Mediation by one or more parties.

Article 6

The party applying for mediation with the Center should submit the following documents:

- (1) a written Request for Mediation, which shall include:
 - (a) the names, addresses, zip codes, telephone numbers, facsimile numbers and any other convenient means of contact of the parties involved;
 - (b) the requirements and the facts of the relevant dispute;
- (2) other relevant documents or evidence, which can be declared as

exclusive reference for the mediator;

- (3) proof of the party's identity.

Article 7

The party filing a Request for Mediation shall include with the Request a registration fee.

Article 8

Upon accepting the case, the Center shall deliver to each party the Notification of Mediation, these Rules and the Panel of Mediators.

Article 9

Within 10 days of the receipt of the Notification of Mediation, the other party shall submit to the Center the following documents:

- (1) its written opinion on whether the dispute shall be submitted to the Center for mediation;
- (2) its written opinion on the requirements of the counter party;
- (3) other relevant documents or evidence, which can be declared as the reference only for mediator;
- (4) proof of the party's identity.

Article 10

Any written documents submitted as exclusive reference for the mediator shall be submitted in one copy. If there are two or more

mediators, the copies shall be added accordingly.

Other documents not being declared as exclusive reference for the mediator shall be submitted in two copies, one of which shall be delivered to the other party. If there are two or more counter parties or mediators, additional copies shall be added accordingly.

Article 11

Where there is an agreement between the parties to refer their disputes to the Center for mediation, the progress of the mediation shall not be affected if the other party fails to submit its written documents according to Article 9.

Where there is no agreement between the parties to refer their disputes to the Center for mediation, the other party shall be deemed as having declined mediation if it fails to clearly express consent to mediation within the time limit set forth in Article 9. If the other party agrees to mediation after the expiry of the time limit, authorization to continue the mediation proceedings shall be decided by the Center.

Article 12

The mediation shall be conducted by one mediator unless the parties agree otherwise.

Article 13

The Center maintains a Panel of Mediators for the parties to choose. The parties can also choose mediators from outside the Panel of Mediators.

The parties shall provide the Center with the mediator's necessary means of contact if they choose the mediator from outside the Panel of

Mediators.

If the parties fail to jointly nominate or jointly authorize the Chairman of the Center to appoint the mediator within 15 days of the receipt of the Notification of Mediation, they shall be deemed as having declined mediation, unless the parties agree otherwise.

Article 14

Within 10 days of the receipt of the Notification of Mediation by the parties, they shall deposit in equal proportion to the Center the mediation fee according to the Mediation Fee Schedule. If the parties agree otherwise on the proportions of mediation fee deposits, their agreement shall prevail. If any party fails to deposit the mediation fee, that party shall be deemed as having declined mediation.

Article 15

If a mediator, having decided to accept the parties' nomination or the Chairman's appointment, is aware of circumstances relating to the parties or their authorized representatives which might lead any one of the parties to doubt the mediator's independence or impartiality, the mediator shall disclose those circumstances in writing.

Article 16

The mediator shall resign upon the request of either party. The parties shall nominate another mediator within 10 days of the receipt of the notification of re-nomination. If the parties fail to jointly re-nominate or jointly authorize the Chairman of the Center to re-appoint the mediator, the mediation process shall terminate.

Article 17

If either party engages a representative to participate in the mediation proceedings on its behalf, that party shall submit a Power of Attorney to the Center.

Article 18

Mediation proceedings shall be conducted in private, unless the parties agree otherwise. A record shall not be taken for the mediation process. The mediators, the parties and their authorized representatives, witnesses, experts as well as staff of the Center and other participant(s) in mediation shall have the burden to keep all the issues about the mediation in secret.

When the mediator receives information concerning the dispute from a party while the other party to the mediation is absent, the mediator may disclose that information to the other party in order that the other party may have the opportunity to present any corresponding explanation unless the party giving the information clearly opposes disclosure thereof or requests for confidentiality.

Article 19

The mediator shall treat the parties equally and fairly, and help them settle the disputes. The mediator may conduct the mediation proceedings in such a manner as the mediator considers appropriate, taking into account the circumstances, any wishes that the parties may express and the need for a speedy settlement of the dispute, including but not limited to:

- (1) Meeting with the parties or representatives separately or collectively in conducting mediation;
- (2) Requesting the parties to submit supplementary materials and written opinions;

- (3) Requesting the parties to propose oral or written recommendations or plans for settlement;
- (4) With prior approval by the parties, engaging relevant experts to provide consulting advice or an appraisal opinion with respect to technical issues;
- (5) Offering the parties a settlement proposal or suggestion.

Article 20

Expenses arising in relation to experts of relevant industries engaged in mediation work shall be deposited and borne by the parties.

Article 21

Mediation sessions shall be conducted at the Center's premises. It may be conducted in other places if the parties so agree. The expenses incurred thereof shall be borne by the parties.

Article 22

The parties may, by agreement, set a time limit for the mediation. The mediator may also set a time limit for the mediation with the consent of the parties.

Where there is no specific time limit for mediation set by the parties or the mediator, the mediator shall complete the mediation within 30 days of the date of his/her appointment or nomination, unless the parties agree upon a suitable extension of the time limit.

Article 23

If the parties reach a settlement through mediation, they shall sign a

settlement agreement. The settlement agreement shall be binding upon the parties.

The parties can apply for arbitration to the Beijing Arbitration Commission by submitting an arbitration agreement and request the arbitral tribunal to render an arbitral award or a conciliation statement following the content of the settlement agreement.

Article 24

Mediation proceedings shall be terminated if any of the following circumstances arises:

- (1) The parties declined mediation;
- (2) The parties have reached a settlement agreement;
- (3) The mediator concludes that it is unlikely to have successful mediation and declares in writing to terminate the mediation proceedings;
- (4) The parties or one party declares in writing to the mediator that the mediation proceedings shall be terminated; or
- (5) The term of mediation expires, unless the parties agree to extend the time limit.

Article 25

Any party shall not in any manner produce any statements, views, opinions or proposals put forward by the parties or the mediator, for the purpose of reaching a settlement, in the course of mediation, as grounds for claim(s), defense(s) or counterclaims in any subsequent arbitration proceedings or judicial proceedings.

The parties shall not request the mediator to act as a witness in the

subsequent proceedings.

Article 26

The mediator may not act as an arbitrator, judge or as one party's representative in the subsequent arbitration or litigation proceedings, unless the parties agree otherwise.

Article 27

The costs of the mediation and other expenses agreed to be borne by the parties, including but not limited to the costs set forth in Article 20, 21 shall be borne in equal shares by the parties, unless the parties agree otherwise.

The costs are generally paid in accordance with the Mediation Fee Schedule of the Center. If the parties and the mediator(s) make an agreement upon the Remuneration of the Mediator(s), this portion of cost shall be paid according to their agreement.

Article 28

The language of the mediation shall be Chinese, unless the parties agree otherwise and bear the resulting expenses.

Article 29

These Rules shall be interpreted by the Center.

Article 30

These Rules shall come into force as of September 28, 2011.



Beijing Arbitration Commission Mediation Center Mediation Fee Schedule

Adopted at the First Meeting of the First Session of the council of the Beijing Arbitration Commission Mediation Center on August 31, 2011. Effective as of September 28, 2011

Where the parties file a request for mediation at the Beijing Arbitration Commission Mediation Center (herein after referred to as the “Center”), the parties shall pre-pay mediation fees pursuant to the Beijing Arbitration Commission Mediation Center Mediation Fee Schedule (herein after referred to as the “Fee Schedule”). The mediation fees include a registration fee, administrative fee, and mediators’ remuneration.

I. Registration Fee

A party filing a request for mediation shall pay a non-refundable registration fee of RMB ¥500 to the Center.

II. Administrative Fee

Claim Amount (RMB ¥)	Rate	Total Administrative Fee (RMB ¥)
No more than 200,000		1,000
200,001 to 500,000	1%	1,000 plus 1% of the amount of claim exceeding 200,000
500,001 to 1,000,000	0.5%	4,000 plus 0.5% of the amount of claim exceeding 500,000
1,000,001 to 5,000,000	0.1%	6,500 plus 0.1% of the amount of claim exceeding 1,000,000
5,000,001 to 20,000,000	0.05%	10,500 plus 0.05% of the amount of claim exceeding 5,000,000
20,000,001 to 40,000,000	0.03%	18,000 plus 0.03% of the amount of claim exceeding 20,000,000
Above 40,000,000	0.01%	24,000 plus 0.01% of the amount of claim exceeding 40,000,000; up to 100,000

1. Where the conference room of the Center is occupied for over 1 full day, a fee shall be charged pursuant to the Table of the Beijing Arbitration Commission Mediation Center Conference Room Fees (see Appendix I).
2. Where the following circumstances arise, the Center will charge additional administrative fee(s):
 - (1) Where there is more than one mediator, an additional administrative fee of 10% will be charged for each additional mediator.

- (2) Where the working language is English, an additional administrative fee of 10% will be charged.
- (3) Where the enforcement of the settlement agreement requires assistance from the Center and the Center agrees to assist, an additional administrative fee of 10% will be charged.
3. Where the claimed amount is uncertain, the administrative fee shall be determined by the Center.
4. Where parties choose the Center as the venue for mediation, parties may pay conference room and equipment fees separately pursuant to the Table of Beijing Arbitration Commission Mediation Center Conference Room Fees (see appendix I). When the aforementioned fee is paid by the parties, the total administrative fee borne by the parties shall be reduced by 50%.
5. Where the parties have agreed to other venues for mediation, the total administrative fee shall be reduced by 50%.

III. Mediators' Remuneration

Amount of Claim (RMB ¥)	Rate	Total Remuneration (RMB ¥)
No more than 500,000		6,500
500,001 to 1000,000	1%	6,500 plus 1% of the amount of claim exceeding 500,000
1000,001 to 3,000,000	0.15%	11,500 plus 0.15% of the amount of claim exceeding 1,000,000
3,000,001 to 5,000,000	0.1%	14,500 plus 0.1% of the amount of claim exceeding 3,000,000
Above 40,000,000	0.05%	16,500 plus 0.05% of the amount of claim exceeding 5,000,000

1. This remuneration schedule shall apply when there is only one mediator. Where the parties have agreed to appoint two or more mediators, the total amount of the mediators' remuneration shall be multiplied by the number of the mediators.
2. Where the claim amount is uncertain, the total administrative fee shall be jointly determined by the Center and the mediators.
3. If the mediators' remuneration is otherwise agreed to by the parties and the mediators, such agreement shall apply. When a mediator charges an hourly rate, the mediator may request remuneration in accordance with his / her rate. The Provisions on Mediators' Remuneration (see Appendix II) provide details for the calculation of mediator work hours.
4. The parties shall be responsible for all taxes in connection with the remuneration of the mediators, except for income tax. This may include business tax, urban maintenance and construction tax, surtax for education, corporate income tax, etc.

IV. Refund of Mediation Fees

Where the mediation is unsuccessful, the Center may at its discretion issue a refund for the amount of the administrative fee paid in excess of RMB ¥5,000. The refund shall not exceed 50% of the claim amount exceeding RMB ¥5,000.

Where the mediator's remuneration is not refunded, if a mediator's work hours are relatively short, the Center may at its discretion refund the mediator's remuneration exceeding RMB ¥20,000 (RMB ¥20,000 exclusive), unless the refund amount is otherwise agreed by the parties and the mediator.

Appendix I

**Table of Beijing Arbitration Commission Mediation Center
Conference Room Fees**

Size	Accommodation Capacity	Rate		Available Equipment
		RMB ¥/ Half Day	RMB ¥/ Full Day	
Small	10 people	800	1,500	computer, printer, photocopier, fax and free internet access
Medium	10 – 20 people	1,600	3,000	computer, printer, photocopier, fax and free internet access, LCD TV, projector, discussion room
Large	20 – 30 people	2,500	4,500	computer, printer, photocopier, fax and free internet access, LCD TV, projector, discussion room, Electronic white-board, video conference equipment (available for an additional charge of RMB ¥ 500 / half day), simultaneous interpretation (separate charge)

Note: Conference room use, up to 4 hours, will be charged the half-day rate. Use exceeding 4 hours and up to 8 hours will be charged the full day rate. For use exceeding 8 hours, an additional 30% of the full day rate will be charged per hour.

Appendix II

Provisions on Mediators' Remuneration Fees

Article 1

A mediator's work hours shall include the time spent for the following activities:

1. Unilateral or joint meetings with the parties through conference calls or in person;
2. time spent studying the case;
3. time spent drafting the mediation plan; and
4. a portion of the time traveling to the mediation venue.

Mediator work hours will be rounded up to half-hour for time spent up to 30 minutes and up to one hour for the time spent between 30 minutes to an hour.

Article 2

Upon acceptance of the selection or appointment, a mediator shall submit a work plan to the Center with approximate number of work hours, the mediator's hourly rate and an estimate of the remuneration. The Center shall collect in advance the mediator's remuneration in accordance with the estimate of the remuneration provided by the mediator and the taxes in connection with the mediation pursuant to the Fee Schedule.

Article 3

During the course of the mediation, the mediator shall keep a daily time log of work hours with details regarding the mediator's functions and the number of work hours spent per function and shall send a copy of the time log to both parties and the Center as the basis for charging the mediation fees. The Center shall coordinate any challenge to the timesheet the mediators may have. If coordination efforts fail, the Center shall determine the amount of the mediation fee.

Article 4

Where the actual mediation costs exceed the deposited remuneration of the mediator, the mediator shall submit a list regarding the shortfall to the Center in order to obtain remuneration for the shortfall. The parties shall be charged by the Center for the shortfall, including taxes in accordance with Fee Schedule Part III Section 4. Where the parties fail to make a timely payment, the mediation procedure shall be terminated.

Article 5

Upon the conclusion of the mediation, the mediator shall submit a statement of settlement regarding the mediator's remuneration to the Center, including the detailed information of the functions of the mediator, the number of work hours and the total sum of the remuneration.

Article 6

After examining the statement of settlement submitted by the mediator, the Center shall pay the mediator.

Article 7

Upon conclusion of the mediation, where the deposited mediation fees exceed actual mediation costs, the excess shall be reimbursed to the parties by the Center.

www.bjac.org.cn



北京仲裁委员会调解中心
Beijing Arbitration Commission Mediation Center

Address: 7/F China Merchants Tower, No.118 Jian Guo Road,
Chaoyang District, Beijing 100022, China

Tel: (+8610) 6566 9856

Fax: (+8610) 6566 8078

E-mail: bjacmc@bjac.org.cn