

**SINGAPORE MEDIATION CENTRE
SUPPLEMENTARY RULES FOR
SINGAPORE MEDIATION CENTRE – SINGAPORE MEDICAL COUNCIL
MEDIATION SCHEME**

AGREEMENT TO MEDIATE

MEDIATION NO. []

THIS AGREEMENT TO MEDIATE is made between:

(1)	Singapore Mediation Centre	of	Level 4, 1 Supreme Court Lane, Singapore 178879	(“SMC”)
(2)	[Complainant] _____	of	_____	(“Party A”)
(3)	[Respondent] _____	of	_____	(“Party B”)
(4)	[Mediator(s)] _____	of	_____	(“Mediator(s)”)

WHEREAS

- A. A complaint made by Party A against Party B or information provided by Party A in relation to Party B (the **“Matter”**) has been referred to an Inquiry Committee or Complaints Committee constituted under the Medical Registration Act 1997 (the **“Act”**).
- B. Pursuant to the Act, the Inquiry Committee or Complaints Committee (**“Referring Committee”**) has referred the Matter for mediation between Party A and Party B.
- C. Party A and Party B (the **“Parties”**) agree to attempt, in good faith, to resolve their dispute(s) relating to the Matter by mediation. For that purpose, the Parties agree to use the mediation services provided by SMC under the Singapore Mediation Centre – Singapore Medical Council Mediation Scheme to assist them to resolve the dispute(s) between them.
- D. SMC and the Mediator(s) agree to provide mediation services to assist the Parties in resolving the dispute(s) between them.

IT IS AGREED as follows:

1. Terms and Process of Mediation

1.1 The Parties agree:

- a. to abide by the Supplementary Rules for Singapore Mediation Centre – Singapore Medical Council Mediation Scheme read with the SMC Mediation Procedure Rules (**“Mediation Rules”**) which shall apply to and govern this mediation;
- b. that the mediation process will involve SMC, the Parties, the representatives and/or advisors (if any) of the Parties, and the Mediator(s); and
- c. to give regard to the Mediation Act 2017.

2. Authorisation of Representatives

- 2.1 The following persons are authorised to represent Party A and Party B respectively in the mediation and settlement of disputes:

Party	Name of Representative	Relationship to Party A	NRIC/Passport No. of Representative
[Party A]			

Party	Name of Representative	Relationship to Party B	NRIC/Passport No. of Representative
[Party B]			

3. Agreement to Abide by any Settlement

- 3.1 The Parties agree to abide by and give effect to the terms of any settlement reached between them as a result of the mediation.
- 3.2 Upon a Settlement Agreement being made in accordance with Rule 13 of the Mediation Rules, Party A shall be deemed to have withdrawn the whole of the Matter against Party B. The withdrawal of the Matter shall be deemed to form part of the terms of the Settlement Agreement, and the Referring Committee and the Singapore Medical Council shall be entitled to treat the Matter as having been wholly withdrawn upon the making of the Settlement Agreement.
- 3.3 Without prejudice to Clause 3.2, the Notification Letter of Withdrawal of Complaint shall form part of the Settlement Agreement and shall be signed and returned to SMC on the date of settlement.

4. Counterparts

- 4.1 This Agreement to Mediate may be signed by the Parties, SMC and the Mediator 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.

Dated: [Day][Month][Year]

Signed by:

Witness:

[PARTY A]

Name and Designation

Name:

NRIC number:

Signed by:

Witness:

[PARTY B]

Name:
NRIC number

Name and Designation

Signed by:

Signed by:

[MEDIATOR]

Mediator

[MEDIATOR]

Mediator

Signed by:

SABIHA SHIRAZ
DEPUTY EXECUTIVE DIRECTOR
for and on behalf of Singapore Mediation Centre