

SINGAPORE MEDIATION CENTRE
RULES OF THE
INTEGRATED APPROPRIATE DISPUTE RESOLUTION FRAMEWORK (“INTEGRAF”)
2024

INTEGRAF Rules 2024

1 INTRODUCTION

1.1 These Rules shall be known as the INTEGRAF Rules (“**Rules**”) and shall apply to and govern every resolution proceedings which are, or which are to be:

- (a) conducted under the INTEGRAF administered or implemented by the Singapore Mediation Centre (“**SMC**”); or
- (b) otherwise administered by, or conducted under the auspices of, the SMC to which parties agree that these Rules apply.

1.2 For the purpose of these Rules:

- (a) “Agreed Panel” shall mean an agreed panel of candidates from which CAB Members shall be appointed by the parties or the SMC;
- (b) “Agreement” shall mean the terms agreed (whether contained in the Contract and/or in other documents) by the parties for the establishment of the CAB in accordance with these Rules;
- (c) “Contract” shall mean the contract or contracts to which parties intend these Rules to apply, as set out in the Agreement;
- (d) “Conflict Avoidance Board” or “CAB” shall mean the CAB constituted under these Rules and may consist of one, two or three members;
- (e) “Consultant” refers to a person described in Rule 2.3;
- (f) “CAB Member” or “CAB Members” shall mean a person appointed by a party or the SMC for the purpose of constituting a CAB;
- (g) “day” shall mean a calendar day construed by reference to the Gregorian calendar;
- (h) “Dispute” shall mean any difference or dispute between parties which either or both parties have referred to the CAB in accordance with Rule 5 of these Rules;
- (i) “Mediation” shall be within the meaning of the Mediation Act 2017 (No. 1 of 2017) (“Mediation Act 2017”);
- (j) “Mediation Summary” in relation to any party, means a summary of that party’s case provided by that party to the Mediator, the other party and the SMC prior to the mediation date;

- (k) “Mediated Settlement Agreement” in relation to a Mediation, means an agreement by the parties settling the whole or part of the Dispute to which the mediation relates, and includes an agreement that may be recorded as an order of court under the Mediation Act 2017;
- (l) “Mediator” shall mean the CAB who is or will be conducting that Mediation;
- (m) “Presiding Member” shall mean the CAB Member appointed to act as such in accordance with Rule 3.6(b), Rule 3.6(c) or Rule 3.7(c) of these Rules;
- (n) “Request” shall mean a request to the SMC to appoint one or more CAB Members under Rule 3 of these Rules; and
- (o) “Review Meeting” shall mean the meetings between the CAB and the parties to address the disputes and such other matters as provided in these Rules.

2 Conflict Avoidance Boards and the Consultant

- 2.1 The CAB may have one, two or three members.
- 2.2 Except where parties expressly agree otherwise and without limiting the scope of its duties, the CAB shall have the power to undertake one or more of the following activities as may be appropriate: –
 - (a) encourage parties to co-operate as fully as possible to ensure the timely and proper completion of the project(s) to which the Contract relates;
 - (b) assist the parties in avoiding or resolving disputes through informal discussion and negotiation to prevent these from developing into disputes;
 - (c) facilitate the resolution of a Dispute through Mediation;
 - (d) determine a Dispute by issuing a determination; and/or
 - (e) refuse any dispute that falls outside the scope of its duties and/or to change the mode of dispute resolution as the CAB may deem appropriate.
- 2.3 The parties may jointly appoint a Consultant. The role of the Consultant is to assist the CAB to schedule and prepare for Review Meetings of the CAB and may extend to monitoring follow-up activities after the Review Meeting. The parties shall collaborate in good faith with the Consultant. For the avoidance of doubt, parties are primarily responsible for the conduct of the Review Meetings while the Consultant’s role is to facilitate the preparation for the Review Meetings. On the written request of the parties, the Consultant may, in his/her discretion, provide non-binding suggestions on how a dispute may be resolved and/or how a particular issue arising from the Contract may be approached or resolved.
- 2.4 The appointment of a Consultant is not mandatory. If parties wish to appoint a Consultant, they should inform the SMC of the agreed appointment of the Consultant.

The SMC may, in an appropriate case and in its sole discretion, assign the Consultant agreed between the parties to assist the CAB in the management of the Resolution.

- 2.5 If a Consultant is appointed, the fees and expenses of the Consultant shall be borne equally by the parties, unless the proportion is otherwise agreed by the parties. The Consultant's fees and expenses shall be determined by the Consultant. The parties shall be informed of the Consultant's estimated fees and expenses prior to the appointment of the Consultant.

3 APPOINTMENT AND CONDUCT OF CONFLICT AVOIDANCE BOARD

- 3.1 The Request to appoint a CAB may be made at any time to the SMC by any party.

- 3.2 The Request shall: –

- (a) comply with the rules that the SMC may prescribe; and
- (b) be accompanied by the necessary application fee as prescribed by the SMC.

- 3.3 Appointment by the SMC:

- (a) Where the Request is made jointly by the parties, the SMC shall proceed to appoint the CAB in accordance with Rules 3.5, 3.6, or 3.7, as the case may be, depending on the number of members in the CAB.
- (b) Where the Request is made by one of the parties, the SMC shall invite the other party for comments within 7 days from the receipt of the Request. The SMC shall issue its decision on whether or not to proceed with the Request within a further 14 days.

- 3.4 Persons who may be appointed as CAB Members

- (a) Where parties have agreed that CAB Members are to be appointed from an Agreed Panel, CAB Members shall be appointed from that Agreed Panel unless parties subsequently agree otherwise.
- (b) In any other case, subject to any subsequent agreement of the parties, CAB Members shall be appointed from the Agreed Panel of CAB Members of the SMC as prevailing at the time of the Request.

- 3.5 CAB constituted by a sole CAB Member: Where the parties have agreed that the CAB shall comprise a sole CAB Member, they shall jointly nominate the sole CAB Member and the SMC shall appoint the CAB Member accordingly. If parties cannot agree on the sole CAB Member within 14 days of the Request, the sole CAB member shall be appointed by the SMC.

- 3.6 CAB constituted by two CAB Members: –

- (a) Where the parties have agreed that the CAB shall comprise two CAB Members or where parties have not agreed on the number of CAB Members,

the CAB shall be constituted by a Presiding Member and one other CAB Member.

- (b) Unless parties otherwise agree, the SMC shall determine which of the two Members shall serve as Presiding Member after taking into account each Member's experience and availability and the SMC shall appoint the CAB Members accordingly.
- (c) If parties cannot agree on one or both of the CAB Members within 14 days of the Request, the relevant CAB member(s) shall be appointed by the SMC. The SMC shall designate one of the CAB Members so appointed as the Presiding Member in accordance with paragraph (b).

3.7 CAB constituted by three CAB Members: Where parties agree that the CAB shall comprise three CAB Members: –

- (a) Each of the parties shall nominate one CAB Member. If any party fails to nominate its CAB Member within 14 days of the Request or within any other time period agreed upon by the parties, the relevant CAB Member shall be appointed by the SMC.
- (b) The third CAB Member shall be proposed to the parties jointly by the first two CAB Members within 14 days following the completion of appointments of the first and second CAB Members. If a party objects to the proposed third CAB Member within 14 days of receiving the proposal, or if the first two CAB Members fail to agree on and/or propose the third CAB Member, the third CAB Member shall be appointed by the SMC within 14 days.
- (c) The third CAB Member shall act as Presiding Member of the CAB unless all CAB Members agree for one of the other CAB Members to serve as the Presiding Member with the consent of the parties.

3.8 Unless the parties agree otherwise, a replacement CAB Member shall be appointed if a CAB Member declines to act, is unable to act as a result of death, illness, disability, resignation or termination of appointment, or otherwise. The replacement CAB Member shall be appointed in the same manner as the replaced CAB Member was required to have been selected or agreed, as described in these Rules.

3.9 The CAB's fees and expenses shall be determined by the CAB. The parties shall be informed of the CAB's estimated fees and expenses prior to the appointment of the CAB Member(s).

3.10 The SMC shall be entitled to collect the fees and expenses as prescribed from time to time, including fees and expenses charged by the SMC, the CAB and/or the Consultant. If such fees and expenses (including the CAB Member(s)' and Consultant's fees and expenses) have not already become due prior to the termination, they shall become due and payable upon such termination.

4 CAB REVIEW MEETINGS

- 4.1 Where the CAB considers it appropriate to do so, the CAB shall invite parties to establish a schedule of Review Meetings. The frequency of Review Meetings shall be decided by the CAB in consultation with the parties, after considering the requirements of the Contract, having regard to the number and complexity of the issues which are likely to arise during the course of the Contract. During the scheduled Review Meetings, the CAB shall review issues relating to the performance of the Contract with the parties and may assist the parties in avoiding or resolving disputes as provided in these Rules.
- 4.2 A Review Meeting can take any of the following forms: (a) a physical meeting; (b) a video conference; (c) a telephone conference or such other form as parties may agree. It shall be attended by the CAB and such representatives of the parties as may be directed by the CAB.
- 4.3 In addition to the scheduled Review Meetings, any party may request the CAB to hold an urgent Review Meeting. The CAB, where satisfied that there is sufficient urgency, shall use its best efforts to convene the requested urgent Review Meeting as soon as practicable.
- 4.4 The parties and the CAB shall attend all Review Meetings.
- (a) If a party fails to attend a Review Meeting, the CAB may, if it considers appropriate, decide to proceed and notify the absent party accordingly.
 - (b) Where the CAB consists of more than one CAB member, CAB Meetings may proceed in the presence of at least one CAB Member, provided that the parties agree to proceed.
 - (c) At the conclusion of every Review Meeting, the CAB shall prepare a CAB Report which shall include a record of the persons in attendance, the date of the Review Meeting and the matters addressed by the CAB. The CAB shall not be bound by any views or positions expressed orally during the Review Meetings or recorded in the CAB Report, for the purposes of a non-binding or binding determination it may render under these Rules.

5 RESOLUTION OF DISPUTES

- 5.1 A Dispute may be referred by any party ("Referring Party") by filing a Referral of Dispute ("the Referral") notifying the CAB and the other party that a Dispute has arisen, regardless of whether it concerns a dispute which was previously raised at a Review Meeting or not.
- 5.2 Subject to the CAB's power under Rule 2.2(e), if both parties mutually agree on the mode of dispute resolution, they shall apply to the CAB in the Referral for the Dispute to be resolved in one of the following ways: –
- (a) by Mediation with the CAB Member(s) acting as mediator(s) as provided in these Rules;

- (b) by the CAB rendering a non-binding determination on the matter; or
 - (c) by determination which shall be binding and final on the parties.
- 5.3 In the Referral, where parties are unable to decide on the mode of dispute resolution, the CAB, shall have the discretion to choose for the Dispute to be resolved in one of the following ways: –
- (a) by Mediation with the CAB Member(s) acting as mediator(s) as provided in these Rules; or
 - (b) by the CAB rendering a non-binding determination on the matter;
 - (c) with mutual consent by the parties, by determination which shall be binding and final on the parties.
- 5.4 Where the Referring Party applies in its Referral for the CAB to resolve the Dispute by any of the modes set out in Rule 5.2 and no other party objects within 7 days of receiving the Referral, the CAB shall, subject to the CAB's power under Rule 2.2 (e) proceed accordingly.
- 5.5 Where the other party objects to the Referral within 7 days of receiving it, the CAB shall issue directions as to the mode of resolving the Dispute including but not limited to Mediation, the rendering of a determination (non-binding or binding), as may be appropriate to the nature of the Dispute, and which would facilitate the performance of the Contract or reduce the risk of disruption.

6 SUBMISSION TO MEDIATION

- 6.1 The following provisions apply: –
- (a) where parties jointly apply to the CAB for the Mediation of a Dispute; or
 - (b) where the CAB directs pursuant to Rule 5 that the Dispute which is the subject of the Referral should be resolved through Mediation.
- 6.2 Each party shall submit to the CAB and the SMC a Mediation Summary which shall contain a brief statement of facts and the positions of the parties in accordance with the directions of the CAB.
- 6.3 Unless otherwise directed by the CAB, parties shall meet with the CAB no later than 14 days from the date directed by the CAB for the filing of the Mediation Summary. The CAB shall have access to the records that are material to the Dispute. The Mediation shall be conducted in joint sessions, with the parties present at all times and in accordance with such further directions as the CAB shall issue. Private caucuses may only be conducted by the CAB with the agreement of the parties.
- 6.4 Any Mediated Settlement Agreement reached shall be binding on the parties.

7 ISSUE OF A NON-BINDING DETERMINATION

- 7.1 The following provisions apply pursuant to Rule 5.2(b) and Rule 5.3(b).
- 7.2 The CAB shall proceed to issue directions to enable it to render its non-binding determination and shall issue the determination within such time limit as prescribed in the directions. The non-binding determination may include and is not limited to: –
- (a) the CAB's determination on the parties' respective legal rights/remedies in relation to the Dispute and/or
 - (b) the CAB's opinion and proposals on how the Dispute may be resolved.
- 7.3 A party may, within 28 days of receiving the determination, serve on the CAB and the other party a notice of objection to the whole or part of the determination, with reason(s) for such dissatisfaction.

8 ISSUE OF A BINDING AND FINAL DETERMINATION OF THE CAB

- 8.1 The following provisions apply pursuant to Rule 5.2(c) and Rule 5.3(c).
- 8.2 The CAB shall proceed to issue directions to enable it to render its binding and final determination and shall issue the determination within such time limit as prescribed in the directions.
- 8.3 A determination is final and binding on each party upon its receipt by that party. The parties shall comply with it forthwith, notwithstanding any objections raised by either party pursuant to these Rules.
- 8.4 Subject to Rule 8.5, the determination is final and binding. The parties agree not to contest a Determination that has become final before any courts or other forum.
- 8.5 If the CAB does not render its determination within the time limit prescribed in the directions issued under Rule 8.2, or if the CAB is disbanded before a determination has been rendered, the Dispute shall be at liberty to have the Dispute resolved by the courts or any other forum as agreed by the partes. No party shall be restricted to the evidence or submissions put before the CAB, in any proceeding before the arbitral tribunal or court.

9 ENFORCEMENT

- 9.1 The parties shall comply with any: –
- (a) Mediated Settlement Agreement which is binding pursuant to Rule 6; or
 - (b) Binding and final determination of the CAB pursuant to Rule 8.
- 9.2 If a party fails to so comply (either in whole or in part), the other party may without prejudice to any other rights it has, refer such failure to the courts or such other forum as agreed between the parties. The courts or other forum shall have the power to summarily or by expedited procedure, make the requisite order or award (whether

provisional, interim or final) to enforce the Mediated Settlement Agreement determination (as the case may be) referred to in Rule 9.1.

- 9.3 A party shall not raise any issue as to the merits of the underlying Dispute as a defence in any action for enforcement under these Rules.

10 PARTIES' COMPLIANCE

- 10.1 The parties agree that they shall:

- (a) cooperate with the CAB and in the CAB's discharge of its duties under these Rules;
- (b) comply with all requirements of the SMC in connection with these Rules including complying with the timelines and directions set by the SMC, the Consultant and/or the CAB; and
- (c) make prompt payment of fees and disbursements of the SMC, the Consultant (if applicable) and CAB Members.

- 10.2 Where the CAB requests any party for any information, drawing, programme, document or other material ("the Requested Materials") relating to the work of the CAB, the party to whom the request is directed shall provide the same within 7 days or such other period as may be prescribed by the CAB unless the party does not have in its possession the Requested Materials or the party is prevented by law or a specific obligation to a third party from disclosing the Requested Materials.

11 OBLIGATIONS OF CAB MEMBER

- 11.1 Unless otherwise agreed by the parties and the CAB: –

- (a) each CAB Member undertakes to carry out his or her responsibilities in accordance with these Rules; and
- (b) each CAB Member shall not act in any judicial, arbitral or similar proceedings relating to the Contract, whether as a judge, an arbitrator, an expert, witness or a representative or adviser of a party.

- 11.2 Unless waived or otherwise agreed by the parties or required by any applicable law, any information obtained by a CAB Member and/or the Consultant during the course of the CAB's activities (to the extent that the same is not available in the public domain) shall be used by the CAB Member only for the purposes of the CAB's work pursuant to these Rules and shall be treated by the CAB Member as confidential.

12 POWERS OF THE CONFLICT AVOIDANCE BOARD (“CAB”)

- 12.1 The CAB shall direct proceedings before the CAB as it deems appropriate, subject always to these Rules.
- 12.2 Without limiting the generality of the preceding Rule, the CAB shall for the purposes of Rules 5, 6, 7 or 8 of these Rules, have the power to: –
- (a) require the parties to produce any documents or materials that the CAB deems relevant in relation to the discharge of any of its functions;
 - (b) order the taking of measures for protecting trade secrets and confidential information;
 - (c) convene and conduct a Review Meeting, preparatory meeting or hearing in such manner as it deems appropriate, subject always to these Rules;
 - (d) decide on all procedural matters arising during any Review Meeting, preparatory meeting or hearing;
 - (e) direct questions to the parties, their representatives and any witnesses who may be called by the parties, in any sequence or manner it determines appropriate;
 - (f) appoint one or more experts, with the agreement of the parties;
 - (g) issue any procedural direction or determination even if a party fails to comply with any provision of these Rules or request of the CAB;
 - (h) determine any application for interim or provisional relief in respect of any matters relating to the Contract; and
 - (i) take any measures necessary to fulfil its function as a CAB.
- 12.3 The CAB shall decide on the issuance of any direction or determination as follows: –
- (a) Where the CAB is a single-member CAB, all decisions shall be taken by the sole CAB Member.
 - (b) Where the CAB is a two-member CAB, all decisions shall be made by the Presiding Member in consultation with the other Member. In the event that the other Member of the two-member CAB disagrees with the decision of the Presiding Member, the other Member may issue a dissenting view or a dissenting determination (in the case of a determination).
 - (c) Where the CAB is a three-member CAB, all decisions shall be made by majority vote. In the event that a Member dissents from the decision of the majority, the Member may issue a dissenting view or a dissenting determination.

13 EXCLUSION OF LIABILITY

13.1 The parties, whether singly or jointly, agree that they shall not make any claim against the CAB, Consultant and/or the SMC (or any of its officers and employees) for any matter in connection with or in relation to or arising from: –

- (a) the services provided by the SMC and/or the Consultant; or
- (b) the conduct of dispute resolution under Rule 5.2 and 5.3 by the CAB; or
- (c) the dispute between the parties; or
- (d) the conduct of any party, including any non-compliance with the Rules.

13.2 Without Prejudice to 13.1: –

- (a) the CAB and/or the Consultant shall not be liable to any party for any negligence, act or omission in connection with their conduct of the dispute resolution or otherwise acting as the CAB and/or the Consultant under these Rules.
- (b) the SMC, including its officers and employees, shall not be liable to any party for any negligence, act or omission in connection with the administration with these Rules, and INTEGRAF.
- (c) the SMC is not the agent of the CAB or the Consultant, and the CAB or the Consultant shall not be liable for any negligence, act or omission of the SMC.
- (d) the CAB is not the agent of the SMC or the Consultant, and the SMC or the Consultant shall not be liable for any negligence, act or omission of the CAB.
- (e) the Consultant is not the agent of the CAB or the SMC, and the CAB or the SMC shall not be liable for any negligence, act of omission of the Consultant.
- (f) the parties shall not call the CAB, the Consultant or the SMC (or any of its employees, officers or representatives) as a witness, arbitrator or expert in any proceedings in relation to the dispute between the parties to which the dispute relates.

14 CONFIDENTIALITY

14.1 Any dispute resolution under these Rules shall be conducted in confidence and on a without-prejudice basis. No transcript or formal record will be made, and none of the parties shall make any audio or video recording or take photographs of the proceedings.

14.2 Any person attending the resolution proceedings before the CAB or the Consultant may do so only by consent of the parties and the CAB or the Consultant, as the case may be.

- 14.3 All persons attending or involved in the resolution proceedings before the CAB, or the Consultant shall keep confidential and not use for any ulterior or collateral purpose:
- (a) the fact that the resolution proceeding is to take place or has taken place;
 - (b) any views expressed, or suggestions or proposals for settlement made, by a party in the course of the resolution proceeding;
 - (c) any and all proposals suggested, or views expressed, by the CAB;
 - (d) the fact that a party had or had not been willing to accept a proposal for settlement made by another Party; and
 - (e) all information (whether oral or in writing) produced for or arising in relation to the resolution proceeding.
- 14.4 All documents (including anything stored electronically) and/or any other information produced for, or arising in relation to, or following from the Dispute(s) shall not be discoverable in any proceedings connected with the dispute between the parties to which the resolution proceeding relates.
- 14.5 The provisions contained in these Rules are to be read in conjunction with the Mediation Act, and in particular sections 9, 10 and 11 of the Mediation Act 2017 in relation to any mediation conducted under these Rules.

15 AMENDMENTS TO THE RULES

- 15.1 The SMC reserves the right to amend and/or vary these Rules at any time and from time to time without prior notification and at its sole discretion.

16 INTERPRETATION OF RULES

- 16.1 In the event of any ambiguity or inconsistency in these Rules, the SMC's interpretation of the Rules shall be final and binding.