

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

1. Introduction

- 1.1 Pursuant to the Medical Registration Act 1997 (the “**Act**”), an Inquiry Committee (“**Inquiry Committee**”) or Complaints Committee (“**Complaints Committee**”) constituted under the Act may refer a complaint or information referred to it (the “**Matter**”) for mediation between the complainant (“**Complainant**”) and the registered medical practitioner to whom the Matter relates (“**Respondent**”).
- 1.2 The Singapore Mediation Centre (“**SMC**”) and the Singapore Medical Council (“**SMedC**”) have entered into an arrangement for SMC to administer mediations which are referred to it by an Inquiry Committee or a Complaints Committee under the Act.
- 1.3 These Supplementary Rules (“**SMC-SMedC Rules**”) shall apply to and govern every mediation (“**SMedC Mediation**”) which is referred by an Inquiry Committee or a Complaints Committee (“**Referring Committee**”) to SMC under the Act.

2. Application of SMC Mediation Procedure Rules

- 2.1. The SMC-SMedC Rules are supplemental to and shall be read together with the prevailing SMC Mediation Procedure Rules (“**Mediation Rules**”).
- 2.2. Where, in relation to a SMedC Mediation, a provision of the SMC-SMedC Rules is in conflict with a provision of the Mediation Rules, the SMC-SMedC Rules shall prevail in relation to the SMedC Mediation.

3. Parties to a SMedC Mediation

- 3.1 Subject to Rule 14.5 of the Mediation Rules, the Parties to a SMedC Mediation shall be the Complainant on the one part and the Respondent on the other part.

4. Request for Mediation

- 4.1 For the purposes of Rule 2 of the Mediation Rules:
- (a) The “*Requesting Party*” shall be the Referring Committee;
 - (b) The “*Request*” shall be made by the Referring Committee; in the form set out in **Annex A** of the SMC-SMedC Rules;
 - (c) The “*Request*” shall be made by the Referring Committee on the basis that both the Complainant and the Respondent have agreed to participate in the SMedC

Mediation, and accordingly Rules 2.3, 2.4 and 2.5 of the Mediation Rules shall not apply.

5. Agreement to Mediate

5.1 For the purposes of Rule 1.7(n)(v) and Rule 7 of the Mediation Rules, the “*Agreement to Mediate*” shall be in the form set out in **Annex B** of the SMC-SMedC Rules.

6. Fees and Charges

6.1 The Mediation Fees and any Additional Charges shall be borne and paid by SMedC to SMC, and SMC shall proceed to provide the Services in respect of the SMedC Mediation upon receiving the Request from the Referring Committee.

6.2 The Mediation Fees and any Additional Charges shall be payable by SMedC to SMC in such amounts and in such manner as shall be agreed in writing between SMedC and SMC from time to time. In this regard, the Fee Schedule set out in Annex B of the Mediation Rules shall not apply.

7. Appointment of Mediator

7.1. The Mediator(s) shall be selected and appointed by SMC at its sole and absolute discretion. The provisions of the Mediation Rules which relate to Party-Selected Mediator(s) shall not apply.

8. Settlement Agreement

8.1 Upon a Settlement Agreement being made in accordance with Rule 13 of the Mediation Rules, the Complainant shall be deemed to have withdrawn the whole of the Matter against the Respondent that formed the subject matter of the SMedC Mediation.

8.2 The withdrawal of the complaint shall be deemed to form part of the terms of the Settlement Agreement, and the Referring Committee and SMedC shall be entitled to treat the Matter as having been wholly withdrawn upon the making of the Settlement Agreement.

8.3 Without prejudice to Rules 8.1 and 8.2 above, the terms of the Settlement Agreement shall include a clause that the Notification Letter of Withdrawal of Complainant shall form part of the Settlement Agreement and shall be signed and returned to SMC on the date of settlement.

9. Confidentiality

9.1. Without prejudice to Rules 14.5 and 14.6 of the Mediation Rules, SMC shall be at liberty to disclose to the Referring Committee and/or the SMedC, at any time or from time to time

as requested by the Referring Committee or as required by the Act, the progress, status and outcome of the SMedC Mediation.

10. Amendments to the SMC-SMedC Rules

10.1. SMC, in consultation with SMedC, reserves the right to amend and/or vary the SMC-SMedC Rules at any time during the term of the SMC-SMedC Mediation Scheme.

11. Interpretation of Rules

11.1. In the event of any ambiguity or inconsistency in the SMC-SMedC Rules, SMC's interpretation of the SMC-SMedC Rules shall be final and binding on the Parties and the Mediator.

Annexes:

Annex A	Referral Form
Annex B	Agreement to Mediate

Issued:

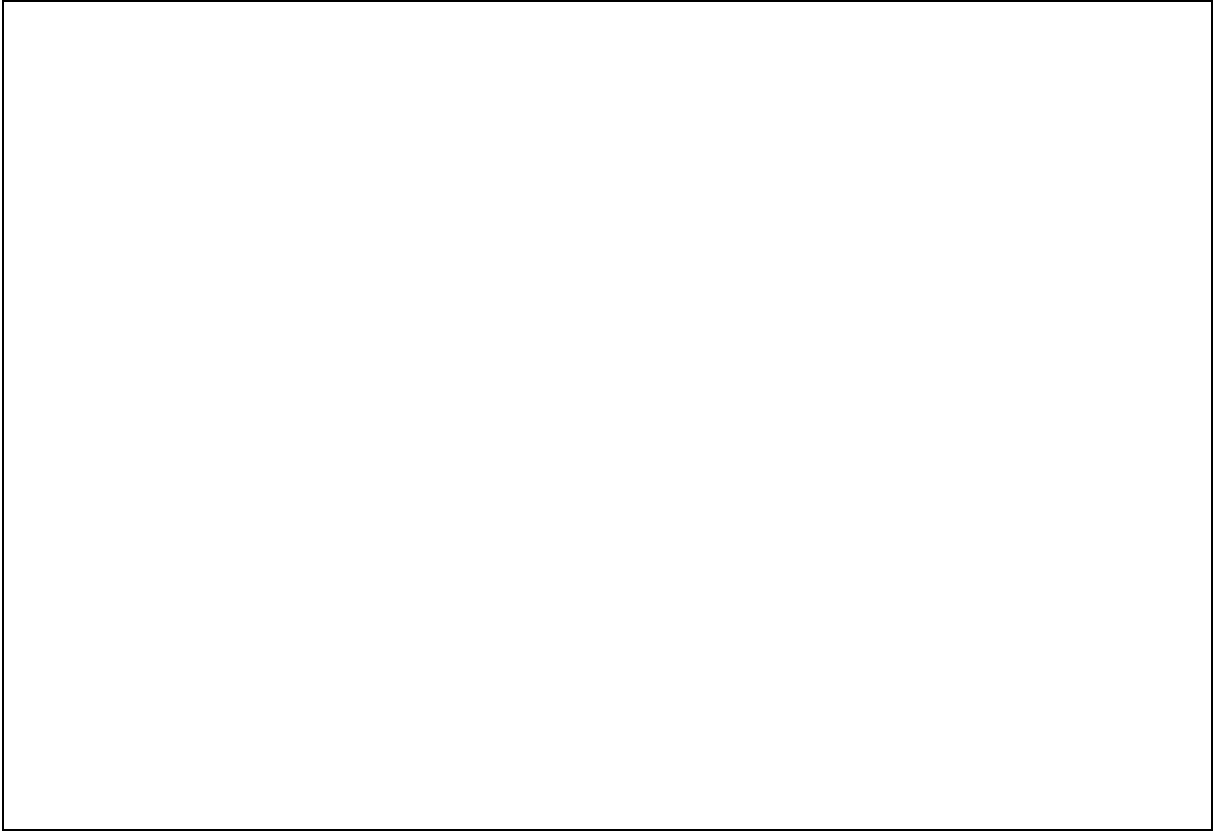
Singapore Mediation Centre
1 July 2022
(updated 1 January 2024)

REFERRAL FORM

Singapore Mediation Centre – Singapore Medical Council Mediation Scheme
 c/o 1 Supreme Court Lane, Level 1
 Singapore 178879
 Email: smcregistry@sal.org.sg
 Tel: (65) 6252 4226

Part (A) – Details of Parties	
Complainant's Name:	
Email Address:	
Preferred Mailing Address:	
Contact No:	Office: Mobile:
Registered Medical Practitioner's Name:	
Email Address:	
Preferred Mailing Address:	
Contact No:	Office: Mobile:
Proposed Mediator: <i>(in accordance with Rule 7.1 of the Supplementary Rules for SMC-SMedC Mediation Scheme)</i>	

Part (B) – Summary of Dispute (To be completed by the Singapore Medical Council)
<p>Please refer to the following enclosed documents:</p> <ol style="list-style-type: none"> 1. Notification letter to complainant and doctor on referral to mediation 2. Complaint letter (with annexes, if any) 3. Written explanation (if available)



**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 1, 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:

[PARTY A]

Name:

NRIC number:

Witness:

Name and Designation

Signed by:

Witness:

[PARTY B]

Name:
NRIC number

Name and Designation

Signed by:

Signed by:

[MEDIATOR]

Mediator

[MEDIATOR]

Mediator

Signed by:

for and on behalf of Singapore Mediation Centre