

Prompt Engineering for Mediators

Leveraging generative AI
across the mediation lifecycle



Executive Summary

Generative AI offers mediators a practical aid across every stage of the mediation lifecycle — from preparation and issue analysis, through live session support, to post-mediation documentation. Used well, it can compress preparation time, surface options that parties may not have considered, and help mediators communicate clearly with parties of varying backgrounds and languages. Used poorly, it risks confidentiality breaches, biased framing, and over-reliance on machine-generated output where human judgment is essential.

This Guide provides mediators with a concise, practical framework for using generative AI responsibly and learning how to use generative AI as a thinking partner. It is organised around the mediation lifecycle and is designed for use across a range of generative AI tools, with appropriate distinctions drawn between public and enterprise platforms.

► At-a-glance cheat sheet

Stage	What AI can help with	What AI must not replace
Pre-mediation	• Breaking down complex disputes and organising information • Highlighting main areas of contention • Summarising party statements • Identifying possible interests, options for resolution, objective criteria to evaluate legitimacy and alternatives to a mediated settlement (e.g. reality testing where the alternatives to mediation are possible litigation or enforcement) • Profiling stakeholder interests and priorities • Preparing neutral issues lists • Leveraging AI-assisted contextual research from reliable public sources, including legislation, industry practice, regulatory and cultural considerations (particularly in cross-border disputes), as well as relevant socio-economic, political, community and negotiation norms to support informed and empathetic mediation preparation • Drafting of pre-mediation correspondence	• Independent preparation and formation of judgment, verification of accuracy, as well as neutrality, including assessment of party interests and power dynamics
During mediation	• Brainstorming options including non-monetary variables • Reframing language • Propose neutral “question suggestions” to move discussion forward • Translation support • Tailored prompts or proposals for private sessions • Stress-test mediator’s questions on neutrality	• The mediator’s human presence • Real-time judgment on fairness, tone and party readiness, including reading the room, responding to emotion, deciding whether and how to intervene, managing impasse, preserving fairness, and maintaining neutrality

► At-a-glance cheat sheet

Stage	What AI can help with	What AI must not replace
Post-mediation	• Drafting settlement terms • Checking comprehensiveness of settlement terms • Preparing closing notes • A sounding board to reflect on the mediation and recording lessons learned	• Final responsibility for verifying the accuracy of agreed terms • Parties' ownership of the outcome • Legal review by lawyers where appropriate and necessary
Continuous upskilling as a mediator	• Deepening mediation knowledge • Practising as a mediator through roleplay scenarios • Enhancing mediation skills and techniques • Reflecting on effective mediation approaches, including managing challenging situations, anticipating future issues, and prioritisation of issues • Exploring ethical and practical 'grey' areas encountered in past mediations	• Verification of the source materials • Critically assessing suggestions and options generated by generative AI



► Six rules for every mediator using AI

- 1 Treat generative AI as an aid, not a substitute for professional judgment. AI may help organise, summarise or highlight possible issues in parties' materials, but the mediator must independently assess the materials and should not treat AI-generated observations about interests, motivations, credibility or legal position as conclusions.
- 2 Never input confidential mediation material into a public generative AI tool.
- 3 Anonymise and redact data on non-enterprise platforms.¹
- 4 Verify every output before relying on or sharing it.
- 5 Any AI-generated insight or content should be treated as potential areas for exploration and not as a conclusion.
- 6 Be transparent with parties about your use of generative AI and in accordance with codes of conduct, disciplinary rules, and/or professional and ethical responsibilities that are applicable to you.²

Sample Disclosure/Transparent Statement

This statement is a template that mediators may adapt if you would like to notify parties that generative AI tools have been, or will be, used to support the mediation.

“

I intend to use generative AI tools to support this mediation — for example, to [include examples such as summarise materials, organise issues, suggest options, or help with drafting and translation]. Confidentiality remains central to this process. I will take reasonable steps to ensure that everything you disclose, and the fact and content of these proceedings, are kept confidential, and I will only use tools and settings that I consider appropriate for handling confidential information. I use these tools only as an aid to my own work and will make reasonable efforts to ensure that all information related to this mediation that is input into the AI tools remains anonymous. I'm aware that generative AI outputs may include errors, biases and inaccuracies. I independently assess the outputs and do not rely on generative AI outputs as final authority. If you would like to know which tools I use, or have any concerns, please tell me and we will address them.

”

¹ Further guidance on the difference between enterprise and non-enterprise generative AI tools can be found on page 21.

² Further guidance on establishing a Generative AI Usage Policy may be found at Annex C of the Guide for Using Generative AI in the Legal Sector published by the Ministry of Law on 6 March 2026.

Good Practices for Mediators



Generative AI can greatly enhance your efficiency as a mediator and act as a thinking partner. However, its use must align with the codes of conduct, disciplinary rules, and/or professional and ethical responsibilities that are applicable to you.³

Generative AI can assist with research, background understanding, clarifying technical terminology and identifying questions for the parties. However, mediators should not assume that AI-generated explanations are correct or complete.

Material points should be verified with the parties, through the documents, counsel, experts already involved, or other reliable sources before being relied on.

✓ DO	✗ DON'T
• Use generative AI to generate summaries, identify key issues, brainstorm ideas, and be a thinking partner based on trusted sources	• Do not ask the generative AI system to do too many things at one go
• Anonymise and redact before prompting on non-enterprise AI platforms	• Do not use output without verification or expect a perfect output on a single try
• Frame prompts neutrally (using a mediator's voice)	• Do not ask generative AI to “argue for” or “win” for a party or to make decisions reserved for the parties
• Reflect and verify every output before sharing or relying	• Do not paste confidential or party-identifying material into public generative AI tools
• Iterate: refine the prompt and action plan to get the results you need	• Do not assume generative AI understands confidentiality, privilege or “without prejudice”
• Disclose generative AI use to build trust	• Do not use a single generative AI chat across multiple unrelated mediations
• Keep a record of significant prompts used in your file	• Do not rely on generative AI for legal advice — refer parties to their lawyers

³ In this regard, the Legal Professional (Professional Conduct) Rules 2015 apply to legal professionals, and the Mediator Code of Conduct and Disciplinary Rules for Mediators apply to mediators appointed by the Singapore Mediation Centre. Please be aware of any other codes or rules that may apply to you.

Generative AI and Mediation

Mediation depends on careful preparation, neutral facilitation, and accurate documentation. Generative AI can support each of the tasks below, but its outputs are only as good as the prompts and source material it receives. This Guide aims to share good practices for prompt engineering in a mediation context, helping mediators of all experience levels achieve more useful and reliable results.

► Indicative use cases for mediators



Breaking down complex disputes into clear issues and underlying interests.



Summarising documents such as position papers, contracts, correspondence and prior orders.



Brainstorming options for resolution and reframing entrenched positions.



Drafting communications to parties in plain, neutral language.



Translating between languages where parties are not equally fluent.



Preparing post-mediation documents such as the settlement agreement and confidential notes (if any).



Conducting background research on public, non-confidential information, including technical concepts, industry practices, regulatory developments, cultural/contextual considerations and publicly available materials relevant to understanding the dispute environment.

Generative AI is best understood as a copilot or a ‘thinking partner’: useful for ideation, structuring and drafting as well as helping a mediator to clarify reasoning, stress-test perspectives, highlight blind spots and inspire options. While generative AI can help mediators mediate better and more efficiently, it is not a substitute for the mediator’s own judgment, neutrality, empathy, or professional responsibility.

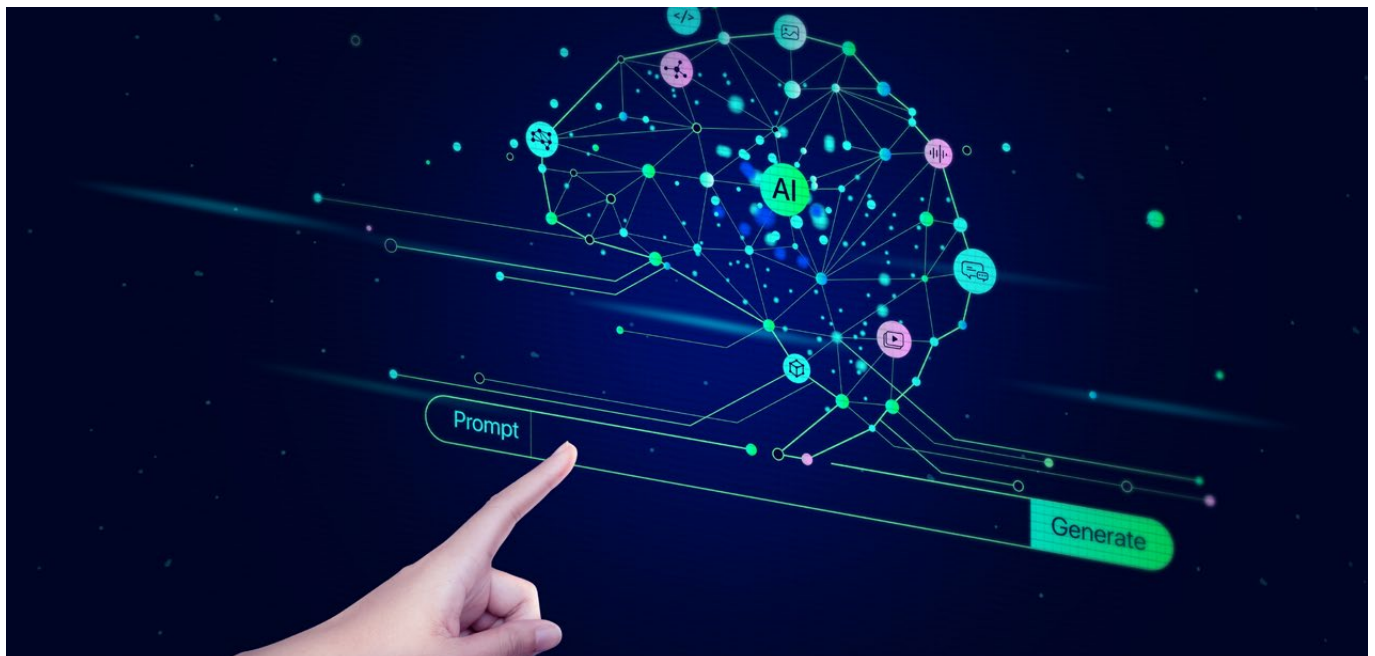
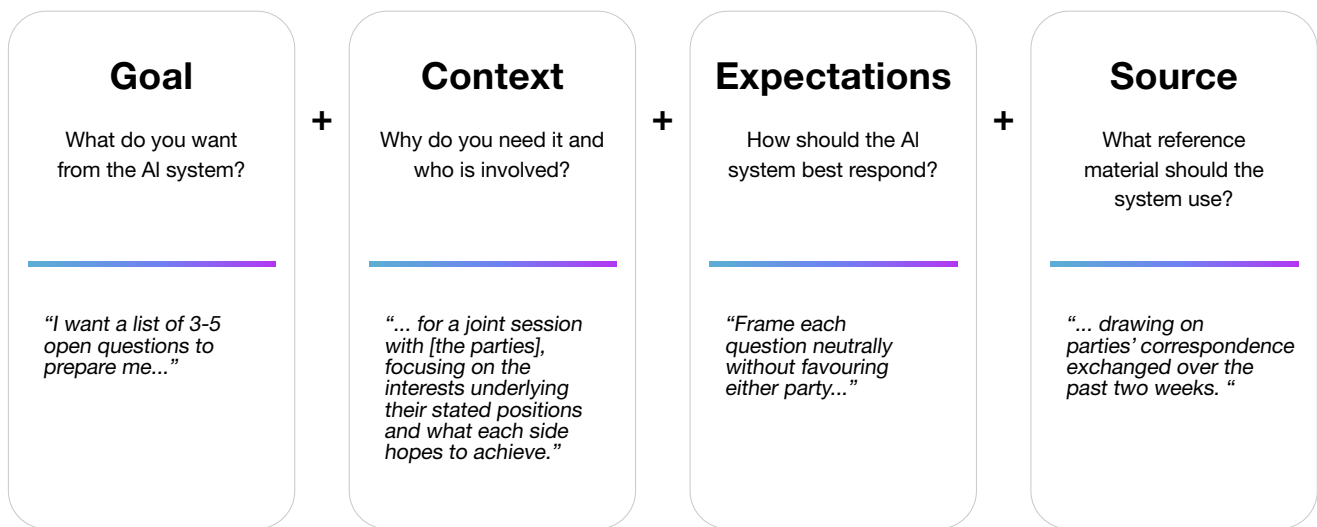


Prompt Engineering Guide

Understanding basic prompt engineering—how to ask a generative AI tool for specific outcomes—helps mediators get clearer, more relevant results. This Guide offers simple concepts and tips that can be applied across most generative AI tools.

► Structuring a Good Prompt

A good prompt will provide a clear description of the task, explain the role the generative AI tool needs to play, describe the audience, provide guidance on the tone, style and length of the expected output, and any additional context to be considered. An iterative process will help to refine the result.



► Breaking It Down

Goal. Start with a clear task for the generative AI at the beginning of your prompt. Be specific about what you want (e.g., “summarise”, “draft”, “identify options”) to get better results. For complex tasks, break them into steps and prioritise. For example: *“Convert the points I have provided into a clear, neutral and easy-to-understand opening statement that accurately reflects the information without advocating for any party”*

Context. Provide relevant background so the generative AI understands the situation—e.g., the dispute, parties involved, constraints, and intended audience. You can also include examples to guide tone and style. For example: *“Take the role of a mediator who is fluent in Mandarin. I will be delivering my mediation opening statement in Mandarin to parties who are all Mandarin-speaking. Based on the points below, draft a natural, conversational Mandarin opening statement to establish trust and rapport with parties while maintaining neutrality and impartiality throughout.”*



Expectations. Tell the generative AI how you want the output to be framed, the tone (e.g. neutral, facilitative), level of detail, and format (e.g. bullet points, summary). Set clear limits if needed (e.g. brief or one sentence). For complex tasks, ask it to work step-by-step. For example: *“Follow the sequence I have provided and format the output with clear, descriptive headings for each section”*.

Sources. Provide key materials (e.g. extracts from agreements, notes, or policies) to guide the generative AI. Be selective—include relevant sections rather than entire documents. You can also ask the generative AI to cite its sources. Always ensure any information shared complies with confidentiality and data protection requirements that apply to you.

Here is one way to prepare for a first joint session in a commercial dispute. The same prompt is shown first as its four building blocks, then assembled into a single prompt you can copy and adapt.

Building block	What goes here — with example wording
Goal — what you want	State one clear task, using a neutral verb. Avoid bundling several unrelated requests together. For example: <i>“Help me prepare a neutral issue list and a set of open questions for the first joint session.”</i>
Context — role, situation, audience	Set the role and the background the tool needs. For example: <i>“You are assisting a mediator in a commercial dispute, acting as a neutral facilitator — not an adviser or advocate. The matter concerns a disagreement between two companies (Company A and Company B) under a services agreement. Both parties are legally represented, and I must stay even-handed and not form a view on the merits.”</i>
Expectations — tone, detail, format, limits	Say how you want the answer framed. For example: <i>“Use neutral, facilitative language that favours neither side. Set out (1) the issues in dispute, phrased neutrally; (2) the possible interests behind each; and (3) five to eight open questions I could ask. Keep it concise and in plain English, and give options and questions only — no recommendations or views on who is right.”</i>
Sources — what to rely on	Point only to material you have made safe to share. Always anonymise and use non-confidential or public material on a public tool. For example: <i>“Use only the anonymised extracts I paste below. Do not assume facts that are not stated; if something is missing, list it as a question rather than filling the gap.”</i>

Putting it together — the full prompt

You are assisting a mediator in a commercial dispute, acting as a neutral facilitator — not an adviser or advocate. The matter concerns a disagreement between two companies (Company A and Company B) under a services agreement. Both parties are legally represented, and I must remain even-handed and not form a view on the merits.

Using only the extracts I paste below, help me prepare for the first joint session by setting out: (1) the issues in dispute, phrased neutrally so that neither party’s framing is preferred; (2) the possible underlying interests behind each position; and (3) five to eight open, non-leading questions I could ask to help the parties explore those interests. Use neutral, facilitative language and plain English suitable for non-specialists. Give options and questions only — no recommendations, and no view on who is right. If anything is unclear or missing, list it as a question rather than assuming it.

[Paste the anonymised agreed issues or position summaries here.]

Then refine in follow-up prompts — for example: *“Make the questions more open,”* or *“Group the issues under three themes.”* Verify every output before relying on it.

Pre-Mediation Preparation

Purpose. Help the mediator quickly orient the dispute, identify issues, surface underlying interests, and anticipate dynamics — without forming premature views.

► Typical Generative AI-assisted tasks



Summarising party submissions or position statements



Producing a neutral issue list from voluminous correspondence



Identifying potential power imbalances or vulnerabilities



Identifying possible interests, options for resolution, objective criteria and potential impediments to settlement, for the mediator's further exploration



Preparing opening remarks and ground rules



Suggesting possible open-ended, neutral questions that may help each party explain its concerns, interests and priorities

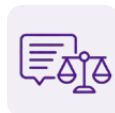


Generating background briefings on technical, industry-specific, cultural or community related topics where relevant

► Mediator considerations



Use only material the parties have provided for mediation, or genuinely public information.



Frame prompts neutrally — avoid language that favours one party's narrative.



Where parties differ in sophistication or representation, prepare to explain issues in plain language.



Party's opening proposals often reflect negotiation strategy rather than parties' true priorities. Treat AI-generated observations as prompts for exploration rather than conclusions.



Be especially cautious about inputting live, party-specific information — use anonymisation.⁴

⁴ See also segment titled "Confidentiality, Ethics and Limitations in Generative AI Use" below.

► Example prompts

1

Summarise an opening statement (neutrally)

You are helping a mediator prepare for a commercial mediation, acting as a neutral facilitator. I will paste an opening statement from one party (Company A). Summarise it in no more than 10 bullet points, capturing the key facts as that party sees them, what they say they want, and any concerns or interests they signal. Attribute statements to the party (for example, “*Company A states that...*”) rather than presenting them as established fact. Do not assess the strength of any argument, and flag anything that is unclear.

[Paste the anonymised opening statement or extract here.]

2

Build a neutral issue list from correspondence

Acting as a neutral facilitator assisting a mediator, read the correspondence extracts below from a commercial dispute. Produce a single neutral list of the issues that appear to be in dispute, phrased so that neither party’s framing is preferred — for example, “*Whether the completion date was extended*” rather than “*Company A’s wrongful delay.*” Group related issues together, and do not add issues that are not raised in the text. Present the list as a starting point for discussion, not a fixed agenda, and in a way so as to facilitate problem-solving.

[Paste the anonymised correspondence extracts here.]

3

Surface possible underlying interests

You are assisting a mediator in a commercial mediation, acting as a neutral facilitator. Based only on the summary I provide, suggest any possible underlying interests — commercial, reputational, relationship, timing or cash-flow — that might influence each party’s stated position. Present these as possibilities to explore, not as conclusions, and for each one give an open question I could ask to test whether it is real.

[Paste the anonymised summary here.]

4

Comparing parties’ positions

You are assisting a mediator in preparing for a commercial mediation, acting as a neutral facilitator. I will provide the parties’ latest settlement proposals. Compare the proposals and identify:

- the terms on which the parties appear to have reached broad agreement;
- the remaining differences, grouped by topic (for example, payment amount, timing, confidentiality, future obligations or other non-financial terms);
- the possible underlying interests that may explain each party’s position, presented only as possibilities to explore and not as conclusions; and
- one or two neutral, open-ended questions the mediator could ask to better understand each party’s priorities on each outstanding issue.

Present the comparison in a clear table. Do not assess the reasonableness of either proposal, recommend settlement terms, predict likely outcomes, or express any view on which party should make further concessions.

[Paste the anonymised proposals here.]

► Example prompts

5

Draft neutral opening remarks and ground rules

You are helping a mediator prepare opening remarks for the first joint session of a commercial mediation conducted in a facilitative style. Draft a short, warm and neutral opening of about 250 words that welcomes both parties, explains the mediator's neutral and facilitative role, confirms confidentiality and the voluntary nature of the process, sets out simple ground rules for respectful discussion, and emphasises that any outcome is for the parties to decide. Keep the tone calm and even-handed, in plain English, and do not include any facts about a specific dispute.

6

Get plain-English background on a technical topic (public information only)

Act as a plain-English explainer for a mediator who is not a specialist in this field. Explain how an earn-out clause in a share sale agreement typically works in about 200 words, so I can follow the parties when they use this terminology. Use widely-known, general information only, and tell me where the position commonly varies. Do not refer to any specific dispute, party or document.

[Because this uses only general, public information, it is suitable for a public AI tool.]

7

Draft neutral questions

You are assisting a mediator preparing for a mediation. Based only on the dispute summary below, suggest open-ended, neutral questions that may help each party explain its concerns, interests and priorities. Avoid leading questions or questions that imply blame. Organise the questions into (a) Questions suitable for the joint session; (b) Questions that may be explored in the private sessions; and (c) Questions that clarify facts without challenging credibility.

[Paste the anonymised summary here.]

8

Prepare a chronology of events

You are assisting a mediator in preparing for a commercial mediation. Based only on the documents provided below, prepare a neutral chronological timeline of the key events. For each event, identify the date (or approximate date if uncertain), describe what occurred, indicate which document it comes from, and note where the parties appear to disagree about the event. Do not resolve any inconsistencies or assess credibility. If dates are unclear or missing, identify the uncertainty rather than making assumptions.

[Paste the anonymised documents here.]

9

Develop a mediation strategy

You are assisting a mediator in preparing for a facilitative commercial mediation, acting as a neutral facilitator. Based only on the information provided below, suggest a range of process strategies that may help the parties engage constructively during the mediation.

Consider matters such as:

- whether there are opportunities to build early momentum by discussing less contentious issues first;
- issues that may benefit from being discussed in joint session or explored separately in caucus;
- possible areas where the parties' interests may overlap, presented only as possibilities to explore;
- topics that may require careful reality-testing or clarification;
- opportunities to reframe discussions from positions to interests; and
- practical process considerations that may assist the mediation.

Present these as options for the mediator to consider, not recommendations. Do not assess the merits of the parties' positions, predict likely outcomes, or suggest which party should make concessions.

[Paste the anonymised summary here.]

During Mediation

Purpose. Support the mediator in real time — without compromising confidentiality, neutrality, or the human dynamic of the room.

► Typical Generative AI-assisted tasks



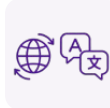
Brainstorming options for resolution



Reframing entrenched or inflammatory language



Generating questions to test assumptions or interests



Quick translation or simplification for parties

► Identifying possible settlement options, reshaping/reframing options and designing questions to encourage parties to brainstorm. Mediator considerations:



Be especially cautious about inputting live, party-specific information — use anonymisation.⁵



Do not rely on generative AI output without filtering it through your own judgment about the room.



Ensure any option generated is presented as an option, not a recommendation.



Maintain fairness: where generative AI is used to support one party's understanding (e.g. translation), ensure equivalent support is available to the other.



Do not input confidential information into a public AI tool.



Clearly distinguish between factual summaries, possible options, and AI-generated suggestions.



Avoid allowing AI-generated wording to replace the mediator's own assessment of the parties' emotions, trust, or readiness to negotiate.



Be mindful that AI-generated options may reflect common patterns rather than creative solutions tailored to the parties' unique interests.

⁵ See also segment titled "Confidentiality, Ethics and Limitations in Generative AI Use" below.

► Example prompts

1

Brainstorm options, including non-monetary ones

Act as a neutral facilitator helping a mediator brainstorm. In the current commercial dispute, the parties are far apart on a lump-sum payment. Suggest a wide range of possible settlement options for the parties to consider, including non-monetary and creative variables — for example, payment timing or instalments, future business, scope or specification changes, an acknowledgement or apology, confidentiality, and the scope of any mutual release. List at least 10 options as neutral possibilities only. Do not recommend, rank, or comment on what is fair; these are for the parties to evaluate, and I will use my own judgment about which to raise.

[Paste minimal anonymised context here.]

2

Reframe entrenched or inflammatory language

You are helping a mediator communicate neutrally. Rewrite the statement below so it expresses the underlying concern in calm, non-accusatory language that the other party can hear constructively, without changing its substance or taking sides. Offer two alternative phrasings so that it can be well-received. Also identify how each party might react based on the first and alternative phrasing and provide reasons why. Do not add new demands, and do not soften a genuine deadline or condition into something vague.

[Paste the anonymised statement here.]

3

Generate open questions to test interests and assumptions

Act as a neutral facilitator. Based on the point below, suggest five open, non-leading questions a mediator could ask to help a party explore its own interests and reality-test its position — without the mediator expressing any view. Avoid questions that imply a “right” answer or that pressure the party towards a particular outcome.

[Paste the anonymised point here.]

4

Simplify an explanation in plain language (for understanding only)

Rewrite the explanation below in plain English at a secondary-school reading level, keeping the meaning accurate, so that a party who is not a specialist can understand it. Do not add advice or give an opinion on what the party should do — this is to aid understanding only.

[Paste the anonymised text to simplify here.]

Post-Mediation – Documentation

Purpose. Produce accurate, clear, and appropriately confidential records of what was agreed (or not) and any follow-up actions.

► Typical Generative AI-assisted tasks



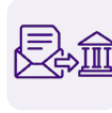
Drafting a first version of a settlement agreement or terms of settlement that are in line with the applicable position agreed between the parties



Producing closing notes or a mediator's file note



Summarising any agreed action items and timelines



Drafting closing communications to parties or appointing institutions



Capturing reflections and lessons learned (general, not party-specific)

► Mediator considerations



Settlement terms are legally significant — verify every clause and ensure parties (and their legal advisors, where applicable) review before signing.



Do not upload or store party-identifiable material in any generative AI tool that retains prompts for training.⁶



Ensure documents reflect what the parties actually agreed, not what generative AI infers they “should” agree.

⁶ See also segment titled “Confidentiality, Ethics and Limitations in Generative AI Use” below.

► Example prompts

1

Prepare a first-draft structure of the terms (for the parties' lawyers to review)

Act as a drafting assistant for a mediator, using only the agreed points listed below. Produce a clear, plain-English first-draft structure of the terms the parties have said they agreed, organised under neutral headings such as payment, timing, scope, mutual release, confidentiality, and next steps. Use placeholders such as [AMOUNT], [DATE] and [PARTY] for anything not specified. The terms are to be governed by Singapore law. Do not invent, infer or add any term the parties did not agree, and do not give legal advice. This is a draft for the parties and their lawyers to review and finalise.

[List the anonymised agreed points here. Please note that every clause needs to be verified by parties and/or their lawyers before adoption.]

2

Turn agreed points into a clear list of action items

From the list of agreed points below, produce a simple table of action items showing what is to be done, which party is responsible (Party A or Party B), and by when. Include only items that were explicitly agreed, and mark anything where the timing or responsibility is unclear as "to be confirmed."

[Paste the anonymised agreed points here.]

3

Draft a neutral closing file note (for your own records)

Help me draft a neutral, factual closing file note of a commercial mediation for my own records, based only on the anonymised summary below. Set out the date and format of the session, who attended (by role, for example "Party A and counsel"), the matters discussed at a high level, and the outcome (settled, partially settled, not settled, or adjourned). Keep it factual and neutral — no opinions on the parties or the merits.

[Paste the anonymised summary here.]

4

Capture lessons learned (general, not party-specific)

Act as a reflective coach for a mediator. Based on the general, non-identifying reflections I describe below, help me capture three to five lessons learned about my own practice and technique for future mediations. Keep this general and focused on my skills — do not reference the parties, the specific dispute, or any confidential content.

[Describe your general reflections here, with no party details.]

Mediation-Specific Considerations

Mediation differs from litigation in important ways. Prompts should be designed to reinforce — not erode — these differences.

► Power imbalances

Where parties differ markedly in resources, representation or sophistication, generative AI can help the mediator prepare materials accessible to both. It can also help the mediator notice and manage these dynamics.

Support a fair process where parties are unevenly matched

Act as a neutral facilitator helping a mediator manage a possible power or information imbalance. In an anonymised commercial dispute, one party is legally represented and the other is not, or is much less experienced in commercial matters. Without taking sides or advising either party, suggest: (1) ways I can explain the process and key concepts in plain language so both parties can take part on a more equal footing; (2) neutral, open questions I can ask each party to check that each has understood and has had a fair opportunity to be heard; and (3) facilitation techniques to manage the dynamic even-handedly. Frame everything as support for a fair process, not as advice to or advocacy for the less-resourced party. Note that I must not give legal advice to either party, and I should encourage an unrepresented party to obtain independent legal advice.

► Party autonomy

Mediation is a consensual process in which parties generally participate voluntarily. AI-generated options or framings should never be presented as the mediator's own preferred outcome. Always preserve the parties' self-determination.

► Cultural and language sensitivity

As part of pre-mediation preparation, AI may assist mediators in obtaining general background on communication norms, negotiation expectations, language sensitivities, forms of address, decision-making structures, trust-building practices and possible cultural or community considerations. Such information should be used only as general context. Mediators should avoid stereotyping, should test assumptions carefully, and should remain attentive to each participant's individual preferences and conduct.

► Neutrality

To safeguard the neutrality, impartiality and independence of mediators, generative AI should be used in a manner that avoids taking sides or advancing particular positions. Prompts that ask generative AI to "argue for" or "advocate" should be avoided in mediation. Prompts should be framed using neutral verbs such as "summarise", "list", "compare", "reframe", or "translate".

Confidentiality, Ethics and Limitations in Generative AI Use

Generative AI tools can help a mediator prepare faster, think more broadly, and document more clearly. **It cannot mediate.** The professional judgment, ethical duty, human presence and process management remain entirely the mediator's. The mediator should also be aware of and comply with the codes of conduct, disciplinary rules, and/or professional and ethical responsibilities that are applicable.⁷

► Limitations of Generative AI



Hallucination and inaccuracies.

Generative AI can be incomplete, incorrect or fabricated – verify the facts and source material before relying on them.



Bias. AI-generated outputs may reflect biases present in training or grounding data or the wording of the prompts.

Use neutral prompts and critically assess whether the output inadvertently favours one party's narrative.



Loss of context and nuance.

Generative AI cannot capture nuance, trust or party dynamics.



Limited understanding of confidential context.

AI analyses only the information it receives. It cannot appreciate the broader context known only to the mediator or understand information deliberately withheld during caucus.



No professional responsibility.

Generative AI cannot owe duties of neutrality, confidentiality or good faith. The mediator does.



Not legal advice and not a substitute for professional judgment.

Generative AI cannot replace independent legal advice or professional judgment.



Over-reliance: Habitual dependence where generative AI is used as a substitute rather than as a thinking partner can dull a mediator's own reasoning, analysis and critical thinking when a mediator accepts generative AI output without reflection or refining.

⁷ In this regard, the Legal Professional (Professional Conduct) Rules 2015 apply to legal professionals, and the Mediator Code of Conduct and Disciplinary Rules for Mediators apply to mediators appointed by the Singapore Mediation Centre. Please be aware of any other codes or rules that may apply to you.

► Confidentiality and disclosure considerations

Confidentiality is the cornerstone of mediation. Parties participate on the understanding that information shared during the mediation will remain confidential and will be used only for the purposes of the mediation. This expectation fosters candour, encourages open dialogue, and enables parties to explore settlement without fear that their communications will later be disclosed or used against them.

Before using any generative AI tool, a mediator should consider whether the proposed use and the terms of service or use governing the proposed use is consistent with:

- the mediation agreement;
- applicable legislation, court rules or institutional rules governing confidentiality;
- professional and ethical obligations; and
- any applicable data protection requirements.

As a general principle, mediators should disclose the use of generative AI where required by law, applicable rules, or agreement between the parties. Where the position is unclear, transparency is generally preferable to preserve party confidence in the integrity of the mediation process.

► Categories of material

Category	Example	Generative AI use guidance ⁸
Public court documents	Reported judgments, public pleadings	Enterprise tools only; anonymise; redact
Publicly available reference material	Statutes, articles, public guidance	May be used
Mediation submissions and correspondence	Position papers, party emails	Enterprise tools only; anonymise; redact
Without-prejudice and private caucus information	Party admissions, settlement positions	Do not input into any AI tool unless governed by a clear, audited enterprise arrangement and party consent
Personal data of parties	Names, identifiers, financial details	Redact before any generative AI use



⁸ Further guidance on the difference between enterprise and non-enterprise generative AI tools can be found on page 21.

► Ethical use

- Use generative AI to support the mediation process, not to influence its outcome.
- Do not ask AI to determine who is more credible, who is legally stronger, or what settlement is “fair”.
- Do not use AI to draft persuasive arguments on behalf of one party or otherwise undermine mediator neutrality.
- Treat AI-generated summaries, options and questions as working drafts requiring independent review.
- Verify all AI-generated content before sharing it with the parties or incorporating it into mediation documents.
- Ensure that equivalent assistance is available to both parties where AI is used to facilitate communication (for example, translation or simplification).
- Keep an appropriate record of any material reliance on AI where required by institutional policies or professional obligations.

► A practical principle

When deciding whether to use generative AI, mediators may find it helpful to ask:

Would I be comfortable explaining to both parties exactly what information I entered into the AI tool, why I used it, and how I ensured their confidentiality and my neutrality were protected?

If the answer is no, or even uncertain, the information should not be entered into the AI system.



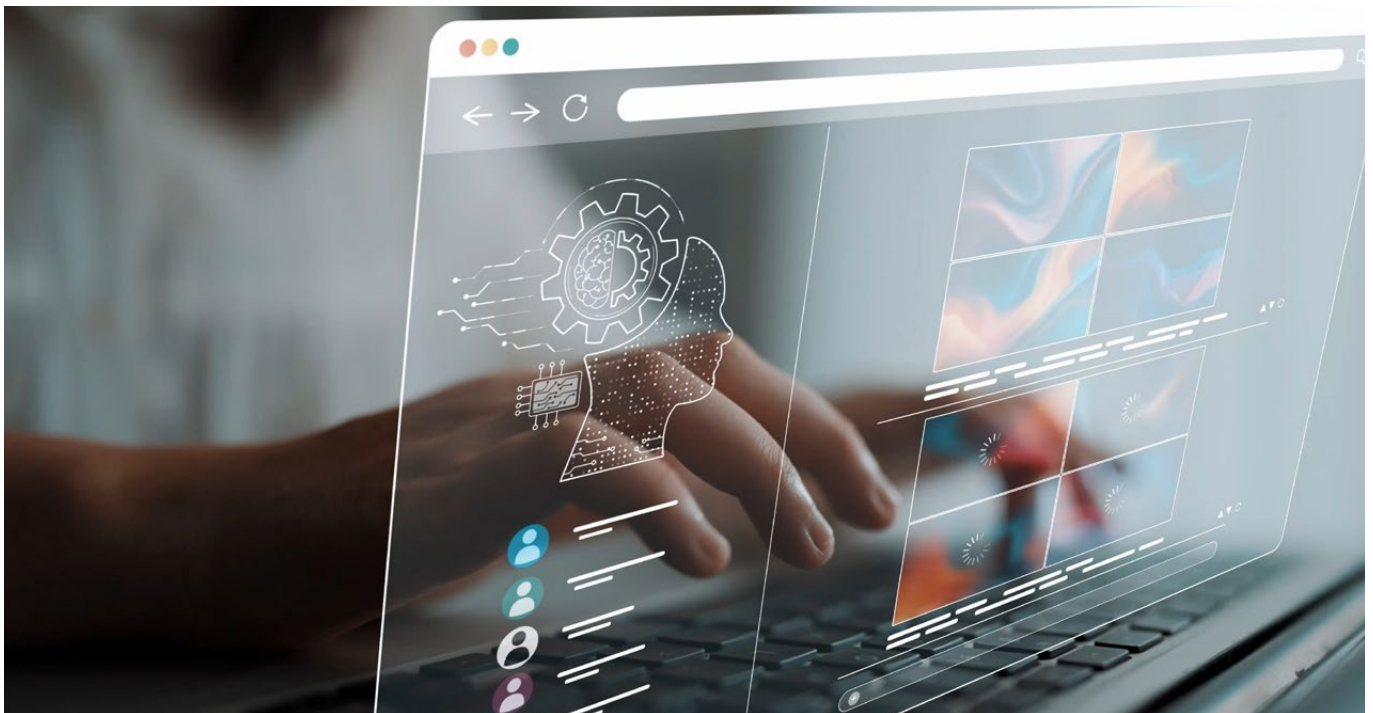
Use of Generative AI Tools – Public vs Enterprise

Not all AI tools are equal. The choice of tool materially affects what may, and may not, be safely entered into a prompt.

	Public Generative AI tools (free/consumer)	Enterprise Generative AI tools (organisation-licensed)
Typical examples	Free chatbots and consumer assistants	Tools deployed under an organisation's tenant with data protection commitments
Data handling	Prompts may be retained, used for training, or moderated by humans	Generally subject to confidentiality and data protection terms; prompts and outputs not used for training ⁹
Suitable for	General research; non-confidential reference material; public documents	Drafting and summarising on mediation-related material – with anonymisation
Confidential mediation materials	Never	Only with care, consent where required, and anonymised inputs

► Practical safeguards (both categories)

- Read the tool's terms of service and confirm what happens to prompts and outputs.
- Strip names, identifiers, and case numbers before pasting any text.
- Avoid uploading whole files where a relevant extract will do.
- Start a new chat for each new matter to avoid context bleed.



⁹ Always check the terms of service or use of each tool to understand retention policies and whether prompts and outputs will be used for training.

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