



# MDRC MEDIATION RULES

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## MediateGuru Dispute Resolution Centre (MDRC)

These Rules provide a comprehensive institutional framework for mediation administered by MDRC. They are intended to operate consistently with applicable law, including the Mediation Act, 2023, and to reflect modern institutional practice, digital case administration, confidentiality safeguards, and efficient settlement-oriented procedure.

Where these Rules are silent, the MDRC Court, the Registrar and the Mediator shall act consistently with party autonomy, fairness, confidentiality, efficiency, and the objective of facilitating settlement.

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## **Part I - Preliminary Provisions**

### **Rule 1. Title, commencement and application**

**1.1** These Rules may be called the MDRC Mediation Rules.

**1.2** They shall apply to every mediation administered by MDRC where the parties have agreed in writing to mediate under these Rules, or where the parties subsequently agree in writing to adopt these Rules, or where MDRC is otherwise lawfully authorised to administer the mediation under the mediation agreement, a court referral, a contractual multi-tier clause or any competent order.

**1.3** These Rules shall take effect from the date notified by MDRC and shall apply subject to the Mediation Act, 2023, any applicable rules or directions issued under that Act, and any mandatory order of a competent court or an authority.

**1.4** If there is any inconsistency between these Rules and the parties' agreement, the parties' agreement shall prevail, provided such agreement does not conflict with mandatory provisions of law or the fundamental structure of these Rules.

### **Rule 2. Definitions and interpretation**

**2.1** "Act" means the Mediation Act, 2023, as amended from time to time, and includes any rules, regulations, notifications, directions and statutory modifications made under it.

**2.2** "MDRC Court" means the institutional decision-making body constituted by MDRC for appointments, challenges, administrative decisions and other matters reserved to it under these Rules.

**2.3** "Registrar" means the officer designated by MDRC to receive filings, maintain records and manage administrative communications.

**2.4** "Mediator" means a sole mediator or a panel of mediators appointed under these Rules and includes a co-mediator where appointed.

**2.5** "Mediation Request" means the written request for mediation.

**2.6** "Response" means the written response to a Mediation Request.

**2.7** "Written Communication" includes notices, requests, pleadings, statements, submissions, orders, settlement documents and awards or other instruments transmitted in writing, including by email and by any secure MDRC-approved electronic platform.

**2.8** Words and expressions not defined in these Rules shall have the meaning assigned to them in the Act or, failing that, their ordinary legal meaning.



**2.9** Words in the singular include the plural and vice versa. References to a person include a natural person, company, partnership, trust, association, body corporate or other legal entity where appropriate.

**2.10** The headings and contents of these Rules are for convenience only and shall not affect interpretation.

### **Rule 3. General principles**

**3.1** Mediation is voluntary, party-driven and settlement-oriented.

**3.2** The mediator shall not decide the dispute or impose a resolution.

**3.3** The parties shall be treated with equality and each party shall be given a reasonable and fair opportunity to participate in the process.

**3.4** The parties and the mediator shall act in good faith and shall not use the process to cause unnecessary delay, expense or harassment.

**3.5** The process shall be conducted proportionately, with due regard to the value, urgency, complexity and settlement potential of the dispute.

### **Rule 4. Written communications and computation of time**

**4.1** Any notice, request, response, order, statement or other communication under these Rules shall be in writing.

**4.2** A Written Communication may be delivered personally, by registered post, courier, email, secure electronic filing system or any other method capable of generating a reliable record of transmission.

**4.3** A Written Communication shall be deemed received when delivered to the addressee personally, at its last known postal address, habitual residence, principal place of business or approved email address, unless the sender has actual knowledge of a failure of delivery.

**4.4** Time periods shall run from the day following receipt or deemed receipt. If the last day falls on a non-business day at the place of receipt, the period shall extend to the next business day.

**4.5** After the mediator is appointed, all communications to the mediator shall simultaneously be copied to the Registrar and the other parties unless the mediator directs otherwise for good reason.

### **Rule 4A. Waiver of objections**

**4A.1** A party who knows that any provision of these Rules, or any requirement under the mediation agreement, has not been complied with and yet proceeds with the mediation without promptly stating its objection shall be deemed to have waived the right to object, to the extent permitted by law.



**4A.2** Any objection shall be raised without undue delay and, where a time limit is provided, within that time limit.

**4A.3** Nothing in this Rule shall prevent a party from raising a non-waivable objection under applicable law.

### **Rule 5. Confidentiality and data handling**

**5.1** Unless otherwise agreed by the parties or required by law, all mediation proceedings administered by MDRC shall be confidential.

**5.2** Confidentiality extends to the existence of the mediation, the Mediation Request, responses, statements of case, documents produced, notes, communications, caucus communications, settlement proposals, draft settlement terms, attendance records, recordings (where permitted or agreed), transcripts and settlement documents.

**5.3** No person may disclose or rely upon any communication made in the mediation, or any view expressed for settlement purposes, except to the extent permitted by law or by a written agreement of all affected persons.

**5.4** The mediator, the Registrar, any MDRC officer and any invited participant shall not be called as a witness in relation to the mediation except where required by law and, where legally permissible, only with the consent of the affected parties, and only to the extent strictly required.

**5.5** MDRC may process case data electronically for administration, scheduling, authentication, record-keeping, secure transmission and retention, subject to applicable law and MDRC's data protection procedures.

**5.6** The mediator may issue directions to protect personal data, trade secrets and commercially sensitive material, including the use of restricted access folders, password-protected bundles and confidentiality undertakings.

**5.7** No audio, video or stenographic recording of the mediation shall be made without the express consent of the mediator and all parties, save where a recording is required by law.

**5.8** All communications made during the mediation shall be on a without prejudice basis unless otherwise agreed.

**5.9** No statements, admissions, proposals or conduct in mediation shall be admissible in any arbitral, judicial or other proceedings, except to the extent required or permitted by applicable law.



## **Part II - MDRC Court, Registrar and Administration**

### **Rule 6. MDRC Court**

**6.1** The MDRC Court shall be the supervisory institutional body under these Rules.

**6.2** Subject to applicable law and these Rules, the MDRC Court may appoint mediators where the parties fail to agree or act within the time prescribed; decide challenges; confirm, vary or replace procedural appointments where permitted; decide administrative implementation issues; and resolve any institutional question not reserved to the mediator.

**6.3** The MDRC Court shall act through such chairperson, members, committee or panel as MDRC may constitute from time to time.

**6.4** The MDRC Court shall not decide the merits of the dispute and shall not itself mediate the dispute.

**6.5** The MDRC Court is an administrative body and shall not exercise adjudicatory functions.

### **Rule 7. Registrar and Secretariat**

**7.1** The Registrar shall receive and register filings, issue case numbers, maintain records, transmit notices, track timelines, coordinate meetings and perform such other administrative tasks as MDRC may assign.

**7.2** The Registrar may return incomplete filings for rectification, but shall not determine any issue on the merits.

**7.3** The Registrar may call for clarifications, additional copies or corrected versions of any filing to ensure procedural regularity.

**7.4** The Secretariat may support hearings, diary management, digital filing, billing, transcription, secure storage of records and platform administration.

**7.5** The Registrar shall act under the supervision of the MDRC Court and in accordance with these Rules.

### **Rule 8. Administrative powers of MDRC**

**8.1** MDRC may issue practice notes, forms, checklists and procedural directions consistent with these Rules.

**8.2** MDRC may maintain an internal panel of mediators, co-mediators, emergency mediators and subject-matter specialists, but the existence of a panel shall not prevent the MDRC Court from appointing a qualified external mediator where appropriate.

**8.3** MDRC may designate digital platforms, communication protocols, confidentiality undertakings and payment systems for administration.



**8.4** MDRC may create specialized tracks, including standard, expedited, multi-party, document-led, ODR and pre-litigation tracks.

**8.5** MDRC, the MDRC Court, the Registrar, the mediator, and any person appointed under these Rules shall not be liable for any act or omission in connection with the mediation, except to the extent such limitation is prohibited by applicable law.

**8.6** In case of doubt regarding interpretation of these Rules, the MDRC Court shall have the authority to interpret them.



## **Part III - Commencement of Mediation**

### **Rule 9. Mediation Request**

**9.1** A party commencing mediation shall file a Mediation Request with the Registrar and serve the same on all other parties, unless service is dispensed with by MDRC for good reason.

**9.2** The Mediation Request shall be accompanied by the mediation agreement, the underlying contract or instrument where relevant, a brief statement of the dispute and the relief sought, contact details of the parties and their known representatives, and any proposal regarding mediator qualifications, language, mode of mediation or urgency.

**9.3** Where the parties have not yet agreed to mediation, the Mediation Request shall state the basis on which MDRC is asked to invite, facilitate or record the consent of the other parties.

**9.4** The Mediation Request may also contain a proposal regarding emergency scheduling, online mediation, a multi-party procedure or a coordinated referral from parallel proceedings.

### **Rule 10. Scrutiny and registration of the Mediation Request**

**10.1** The Registrar may require the Mediation Request to be corrected, supplemented or clarified before it is registered as complete.

**10.2** Once the Mediation Request is complete, the Registrar shall register it and notify the other parties.

**10.3** If defects are not cured within the time granted by the Registrar, the Mediation Request may be returned without prejudice to a fresh filing.

**10.4** The date of complete filing shall be the date on which all mandatory documents and the initial fee are received.

### **Rule 11. Response to the Mediation Request**

**11.1** The Respondent shall file a Response within 10 days of receipt of the complete Mediation Request, unless MDRC or the parties agree otherwise.

**11.2** The Response shall state whether the request to mediate is accepted, declined or accepted in principle subject to conditions, and may include proposals on mediator identity, procedure, timetable, confidentiality or costs.

**11.3** A refusal to mediate shall not, by itself, prejudice any substantive rights, but may be taken into account on costs where permitted by law and where the refusal was unreasonable in the circumstances.



**11.4** All Response materials shall be simultaneously served on the Claimant and the Registrar together with proof of service.

**Rule 12. Counter-statements, further statements and supporting material**

**12.1** Any counter-statements on issues to be mediated, or any cross-issues raised for settlement purposes, should ordinarily be filed with the Response or within such further period as MDRC may allow.

**12.2** The mediator may invite a concise statement of issues, a chronology, a settlement proposal, a list of key documents or a short position note from each party.

**12.3** The mediator may permit further statements if necessary for a fair and efficient conduct of the mediation.

**12.4** The mediator may close the exchange of written material when sufficient information has been provided for the mediation to proceed.



## **Part IV - Appointment, Disclosure and Replacement of Mediator**

### **Rule 13. Number of mediators**

**13.1** Unless the parties agree otherwise, the dispute shall ordinarily be mediated by a sole mediator.

**13.2** The MDRC Court may direct the appointment of two co-mediators where the dispute is multi-party, cross-border, technically complex, or otherwise suitable for a co-mediation model.

**13.3** Where the parties have agreed on the number of mediators, that agreement shall be respected to the extent permitted by law and compatible with efficient administration.

### **Rule 14. Appointment mechanism**

**14.1** The parties may agree upon the procedure and identity of the mediator or mediators. If they do so, the mediation shall proceed accordingly, subject to applicable law and these Rules.

**14.2** Where the parties do not agree, the MDRC Court shall appoint the mediator or make the necessary appointments for a co-mediation.

**14.3** For a sole mediator, the parties shall be invited to jointly propose a name within 10 days of the invitation issued by the Registrar. Failing agreement, the MDRC Court shall appoint the mediator within 7 days thereafter.

**14.4** For co-mediation, each side may propose candidates, and the MDRC Court shall appoint the co-mediators having regard to neutrality, complementarity, availability, language ability and subject-matter expertise.

**14.5** If a party fails to participate in the appointment process within time, the MDRC Court may proceed with appointment on the basis of the record and the available proposals.

**14.6** The MDRC Court may appoint from an internal panel and may invite suggestions from the parties without being bound by them.

### **Rule 15. Eligibility and disclosures**

**15.1** A proposed mediator shall disclose in writing all circumstances likely to give rise to justifiable doubts as to independence, impartiality, availability, competence or qualification.

**15.2** The duty of disclosure is continuous and shall be updated immediately if circumstances change.

**15.3** No person shall be appointed if disqualified by law, by applicable ethical standards or by the agreed qualifications for the dispute.



**15.4** The MDRC Court may require any proposed mediator to provide a declaration of availability, confidentiality, neutrality and conflict compliance.

**15.5** The parties may, after full disclosure, waive a disclosed conflict to the extent permitted by law and by MDRC policy.

### **Rule 16. Challenges**

**16.1** A party may challenge a mediator on grounds recognised by law or by these Rules, including lack of independence, impartiality, availability or agreed qualification.

**16.2** A challenge shall be made promptly after the facts giving rise to the challenge become known.

**16.3** The challenged mediator, the other parties and, where appropriate, the mediator selection body shall be given an opportunity to comment.

**16.4** The MDRC Court shall decide the challenge in a reasoned manner and may replace the mediator if the challenge is upheld or if replacement is otherwise necessary.

### **Rule 17. Replacement and reconstitution**

**17.1** If a mediator resigns, dies, becomes unavailable, is removed or is successfully challenged, the MDRC Court shall take steps to replace the mediator as soon as practicable.

**17.2** The replacement mediator shall, unless the parties agree otherwise, receive the procedural record and may rely upon prior statements only to the extent appropriate under the mediation process.

**17.3** The mediator may, with the parties' consent, continue after a pause if a temporary issue of availability is resolved.

### **Rule 17A. Mediator's mandate and ethics**

**17A.1** The mediator shall facilitate discussions impartially and shall not coerce settlement, give legal advice to any party, or determine the rights or liabilities of the parties.

**17A.2** The mediator may, with the consent of the parties, evaluate options, identify risks, test settlement proposals and assist the parties in reality-testing their positions.

**17A.3** The mediator shall use best efforts to conduct the mediation diligently, courteously and efficiently.

**17A.4** The mediator may terminate or suspend a session where continuation would be futile, unsafe, abusive or contrary to law.



## **Part V - Mediation Procedure and Case Management**

### **Rule 18. First procedural conference and timetable**

**18.1** The mediator shall hold a first procedural conference as soon as practicable after appointment and, in any event, ordinarily within 7 days of appointment, unless otherwise agreed by the parties or directed by MDRC.

**18.2** At or before that conference, the mediator may fix the timetable for exchanges, any joint session, private sessions, document exchange, expert participation, language arrangements, mode of attendance, page limits and the target date for completion.

**18.3** The mediator may revise the timetable sparingly where required by complexity, settlement discussions, procedural fairness or unforeseen circumstances.

**18.4** The conference may be held by video conference or by any other secure electronic means if appropriate.

### **Rule 19. Mode, place and language of mediation**

**19.1** The mediation may be conducted physically, online or in hybrid form, as the mediator considers appropriate after consulting the parties.

**19.2** The place of any physical session shall be agreed by the parties or, failing agreement, determined by MDRC after hearing the parties.

**19.3** The language of the mediation shall be the language agreed by the parties or, failing agreement, the language determined by the mediator.

**19.4** The mediator shall determine the extent to which translation is required and, in the first instance, who shall bear the cost.

### **Rule 20. Conduct of mediation**

**20.1** The mediator may conduct the mediation in the manner best suited to the dispute, including joint sessions, private caucuses, shuttle discussions, position notes, settlement conferences, document-led discussions and issue-specific meetings.

**20.2** The mediator may require the parties to explain the factual, commercial and relational background of the dispute and may invite focused submissions on settlement options.

**20.3** The mediator may, with the parties' consent, facilitate discussions on non-monetary solutions, staged performance, future business arrangements, confidentiality, apology, implementation mechanics or any other lawful settlement term.



**20.4** The mediator may limit repetitive, abusive or disproportionate presentations and may require concise position statements or issue lists.

**20.5** The mediator may adopt any procedure not expressly provided for in these Rules, provided it is consistent with fairness and the nature of mediation, and after consulting the parties where appropriate.

### **Rule 21. Representation and authority**

**21.1** Parties may be represented by legal counsel or any other authorised representative.

**21.2** Each party shall ensure that the persons attending the mediation have adequate authority to negotiate and, where reasonably practicable, to conclude a settlement.

**21.3** The mediator may adjourn a session if a party appears without adequate settlement authority and continuation would be futile.

### **Rule 22. Document exchange, confidential information and experts**

**22.1** The mediator may direct the exchange of key documents, chronologies, expert summaries, photographs, transaction records or other material that will assist settlement.

**22.2** The mediator may permit the parties to submit confidential position papers, settlement briefs or mediator-only memoranda, subject to the mediator's discretion and the parties' agreement.

**22.3** The mediator may, with the parties' consent, obtain expert assistance or arrange technical input on issues requiring specialised understanding.

**22.4** Any expert or technical adviser so engaged shall be bound by confidentiality obligations acceptable to MDRC.

### **Rule 23. Caucus and private sessions**

**23.1** The mediator may conduct private sessions with one party or with subsets of parties as appropriate.

**23.2** Information disclosed in caucus shall not be shared with another party without the express consent of the party that disclosed it, unless the mediator has clearly informed the disclosing party of an agreed exception.

**23.3** A party may, before or during caucus, instruct the mediator that certain information is confidential within the caucus and must not be disclosed.

**23.4** The mediator shall remain careful not to create misleading impressions regarding the positions, intentions or instructions of any party.



#### **Rule 24. Good faith participation and attendance**

**24.1** The parties shall make reasonable efforts to participate constructively in the mediation.

**24.2** A party may withdraw from the mediation at any time, but should promptly inform the mediator and the other parties in writing.

**24.3** A party's failure to attend without adequate reason may be taken into account in relation to costs and case management directions, where permitted by law.

**24.4** Nothing in this Rule compels a party to settle or limits any non-waivable legal right.

### **Part VI - Special Procedures (ODR, Multi-Party, Evaluative and Expedited Mediation)**

#### **Rule 25. ODR mediation**

**25.1** MDRC may administer the mediation predominantly or entirely through electronic means, including electronic filing, virtual conferences, video sessions and digital service.

**25.2** The mediator may conduct the mediation without any physical meeting where the nature of the dispute and the interests of justice so permit.

**25.3** A party shall not refuse an ODR direction merely because the proceedings are conducted electronically, provided adequate access, fairness and confidentiality are preserved.

**25.4** MDRC may prescribe secure platform standards, access controls, identity verification and recording restrictions for ODR mediation.

#### **Rule 26. Multi-party and multi-contract mediation**

**26.1** MDRC may administer mediation involving multiple parties, multiple contracts or related disputes where efficiency and fairness support a coordinated process.

**26.2** Additional parties may be joined with the consent of all existing parties and the additional party, or where otherwise permitted by applicable law.

**26.3** The mediator may adapt the procedure to permit staggered participation, breakout discussions, issue clustering or separate settlement streams.

#### **Rule 27. Evaluative and facilitative mediation**

**27.1** Unless the parties agree otherwise, mediation under these Rules shall remain primarily facilitative.

**27.2** Where the parties expressly request it, the mediator may provide non-binding views on strengths, risks, settlement ranges or implementation concerns, provided the mediator remains neutral and the parties understand that no decision is being made.



**27.3** Evaluative input shall not amount to adjudication and shall not bind the parties or the mediator in any future process.

#### **Rule 28. Expedited mediation**

**28.1** The parties may agree in writing to refer a dispute to expedited mediation, or MDRC may designate a matter as expedited where the dispute is suitable by reason of claim value, urgency or procedural simplicity.

**28.2** Expedited mediation shall ordinarily involve compressed timelines, focused written material, one or more concentrated sessions and a target completion period of 60 days from appointment, subject to law and extension for good cause.

**28.3** Expedited mediation shall not compromise confidentiality, neutrality or fairness.

### **Part VII - Settlement, Termination and Post-Settlement Processes**

#### **Rule 29. Settlement agreement**

**29.1** If the parties settle the dispute, the settlement shall be reduced to writing and signed by or on behalf of all the parties.

**29.2** A settlement agreement may take the form of an electronic record and may be signed by electronic signature where permitted by law.

**29.3** The settlement agreement shall ordinarily include the parties, the dispute, the operative obligations, timelines for performance, confidentiality provisions, default consequences and any agreed mechanism for implementation.

**29.4** Where the parties request it and where lawful, MDRC may certify the settlement for purposes of institutional record-keeping or, where a parallel arbitration exists, the settlement may be presented to the arbitral tribunal for recording in the appropriate form.

#### **Rule 30. Mediated settlement agreement and enforceability**

**30.1** A mediated settlement agreement reached under these Rules shall be treated in accordance with applicable law, including the Mediation Act, 2023, and shall be enforceable to the extent provided therein.

**30.2** MDRC may, upon request, keep a record of the settlement for administrative purposes and may issue a confirmation of closure, but shall not adjudicate the validity or enforceability of the settlement.

**30.3** The parties remain responsible for ensuring that the settlement terms are lawful, complete, internally consistent and capable of performance.



### **Rule 31. Termination of mediation**

**31.1** The mediation commenced under these Rules shall terminate upon the signing of a settlement agreement; the issuance by the mediator of a written declaration that the mediation should be terminated; the withdrawal of a party; the expiry of any agreed or directed mediation period without extension; or any other legally recognised ground rendering continuation of mediation unnecessary or impossible.

**31.2** The mediator may terminate the mediation where continuation would be futile, where the parties are not participating in good faith, or where the mediator considers that the mediation cannot fairly or effectively proceed.

**31.3** MDRC may close the file where required fees or deposits are not paid within the time prescribed after due notice.

### **Rule 32. Post-settlement confidentiality and implementation**

**32.1** The confidentiality obligations in these Rules continue after termination of the mediation.

**32.2** The mediator may, with the parties' consent, assist in clarifying drafting issues arising from the settlement document, but shall not alter the substantive bargain without the parties' written consent.

**32.3** Any subsequent dispute concerning implementation of a mediated settlement agreement shall be resolved according to the settlement terms, the parties' contract, or applicable law.

## **Part VIII - Fees, Deposits and Costs**

### **Rule 33. General fee principles**

**33.1** The fee framework under these Rules is designed to provide certainty, transparency and proportionality.

**33.2** Fees shall be assessed on the aggregate amount in dispute, unless the MDRC Court directs otherwise.

**33.3** Where the monetary value of the dispute cannot be readily ascertained, the MDRC Court may fix fees having regard to the nature of relief, complexity, urgency and likely hearing time.

**33.4** Taxes, statutory levies and out-of-pocket expenses shall be charged separately where applicable.

**33.5** The schedule in force on the date of complete filing shall apply.

### **Rule 34. Mediation fees and deposits**

**34.1** A non-refundable filing fee of Rs. 10,000/- shall be payable upon lodging the Mediation Request.

**34.2** Administrative fees and mediator's fees shall be separate and determined in accordance with Rule 35.

**34.3** Deposits shall be paid equally by the parties unless otherwise agreed or directed.



**Rule 35. Fee schedule**

Sum in dispute	Administrative fees (INR)	Mediator fees (INR)
Up to 1 crore	10,000	35,000
1 crore to 5 crore	20,000 + 0.04% of amount above 1 crore	35,000 + 0.04% of amount above 1 crore
5 crore to 10 crore	50,000 + 0.025% of amount above 5 crore	1,95,000 + 0.025% of amount above 5 crore
10 crore to 50 crore	75,000 + 0.0125% of amount above 10 crore	3,20,000 + 0.0125% of amount above 10 crore
Above 50 crore	1,00,000 + 0.005% of amount above 50 crore, capped at 2,00,000	8,20,000 + 0.005% of amount above 50 crore, capped at 12,00,000

**35.1** The MDRC Court may, in suitable matters, direct a reduced fee for document-led or short-form mediation, or an enhanced fee where two mediators are appointed, a specialist mediator is required, or the mediation is unusually complex or urgent.

**35.2** Where two mediators are appointed, the mediator fee shall ordinarily be increased by 50 percent of the sole mediator fee for the applicable slab unless the MDRC Court directs otherwise.

**35.3** The Administrative fees and the Mediator’s fees do not include venue charges, transcription, translation, photocopying, courier, security, platform or other out-of-pocket expenses.

**35.4** MDRC may notify special rates for MSME, pre-litigation or document-only matters.

**Rule 36. Currency conversion and foreign currency claims**

**36.1** Where the dispute is denominated in INR, the INR schedule shall apply.

**36.2** Where the dispute is denominated in USD, the USD schedule shall apply.

**36.3** Where the dispute is denominated in a currency other than INR or USD, MDRC shall convert the amount in dispute into INR or USD, as the case may be, using an objective reference rate prescribed by MDRC on the date of filing.

**36.4** The resulting converted amount shall determine the applicable fee slab.

**Rule 37. Costs and allocation**

**37.1** The mediator may record observations regarding costs for the parties' consideration.



**37.2** Unless the parties agree otherwise or the mediator directs otherwise for good reason, mediation-related administrative fees and deposits shall be borne equally in the first instance.

**37.3** The mediator may take into account a party's unreasonable refusal to engage, late cancellation, bad faith conduct, abusive tactics or failure to pay deposits when recording observations regarding cost allocation, to the extent permitted by law.

**37.4** Any observations regarding costs shall be proportionate and shall not operate as a penalty.

### **Rule 38. Review of fees and changes**

**38.1** MDRC may revise the fee schedules from time to time.

**38.2** The fee schedule in force on the date of complete filing shall continue to apply unless the parties agree otherwise or MDRC expressly directs a revised schedule to apply prospectively.

**38.3** Any dispute regarding fee calculation shall be resolved administratively by the Registrar subject to review by the MDRC Court.



## **Schedules**

### **Schedule A - Recommended MDRC Mediation Clause**

Any dispute arising out of or in connection with this contract shall be referred to mediation administered by MDRC as a condition precedent to arbitration in accordance with the MDRC Mediation Rules. The mediation shall take place at [city / online / hybrid], in [language]. The mediator shall be [one mediator / two co-mediators], appointed in accordance with the MDRC Mediation Rules. If the dispute is not resolved within [30/45/60] days from commencement of mediation, the parties may thereafter pursue arbitration or other proceedings in accordance with their contract and applicable law.

### **Schedule B - Recommended Med-Arb Clause**

Any dispute arising out of or in connection with this contract shall first be referred to mediation administered by MDRC in accordance with the MDRC Mediation Rules. If the dispute is not fully resolved within [30/45/60] days from commencement of mediation, the dispute may thereafter be referred to arbitration administered by MDRC in accordance with the MDRC Arbitration Rules. The same neutral shall not act as mediator and arbitrator in the same dispute unless the parties expressly agree in writing after full disclosure and to the extent permitted by law, and appropriate safeguards are adopted to preserve impartiality and confidentiality.

### **Schedule C - Settlement Checklist**

- a) Full names and descriptions of parties.
- b) A clear description of the dispute being settled.
- c) The obligations of each party.
- d) Payment amounts, timelines and method of performance.
- e) Confidentiality and non-disparagement terms, if agreed.
- f) Default and consequence provisions.
- g) Authority and signature blocks.