



TEHRAN REGIONAL
ARBITRATION CENTRE

Established under the Auspices of the
Asian-African Legal Consultative Organization

MEDIATION RULES OF
THE TEHRAN REGIONAL
ARBITRATION CENTRE

IN FORCE AS OF 15 JULY 2021



Model Mediation Agreement

Hereby, the parties agree to submit the below-described dispute to mediation in accordance with the Mediation Rules of the Tehran Regional Arbitration Centre.

Description of the dispute:

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Table of Contents

MEDIATION RULES

Section I: Introductory Rules	1
Article 1: Scope of Application	1
Article 2: Request for Mediation	2
Section II: Mediator	3
Article 3: Number of Mediators	3
Article 4: Confirmation or Appointment of the Mediator	3
Article 5: Statement of Acceptance by the Mediator	3
Article 6: Replacement of the Mediator	4
Article 7: Role of the Mediator	4
Article 8: Exclusion of Liability	4
Section III: Mediation Proceedings	5
Article 9: Conduct of the Mediation	5
Article 10: Applicable Law	5
Article 11: Confidentiality	6
Section IV: Termination of the Proceedings and Settlement Agreement	6
Article 12: Termination of the Proceedings	6
Article 13: Settlement Agreement	7
Section V: Other Proceedings	7
Article 14: Recourse to Other Proceedings	7
Article 15: Admissibility of Evidence in Other Proceedings	8
Section VI: The Costs	8
Article 16: Costs of Mediation	8
Article 17: Apportionment of the Costs	8
Article 18: Deposit of the Costs	9
Appendix I: Schedule of Fees	10

MEDIATION RULES OF THE TEHRAN REGIONAL ARBITRATION CENTRE

ADOPTED BY THE ASIAN-AFRICAN LEGAL
CONSULTATIVE ORGANIZATION (AALCO) AND
IN FORCE AS OF 15 JULY 2021*

Section I: Introductory Rules

Article 1: Scope of Application

1. These Rules shall govern all mediations, whether domestic or international, where the parties have agreed that dispute(s) between them in respect of a defined legal relationship, whether contractual or not, shall be referred to mediation under the Rules of Mediation (the “Rules”) of the Tehran Regional Arbitration Centre (the “Centre”).
2. These Rules shall govern the mediation except where any of these Rules is in conflict with a provision of the applicable law from which the parties cannot derogate, that provision shall prevail.
3. Unless all of the parties agree otherwise in writing, the parties shall be presumed to have referred to the Rules in effect on the date of commencement of the mediation.
4. In all matters not expressly addressed by the Rules, the Centre and the mediator shall act in the spirit of these Rules.

*The English text prevails over other language versions.

Article 2: Request for Mediation

1. The party or parties requesting a mediation (the “Requesting Party”) shall file with the Centre a request for mediation (the “Request”) in English or Farsi.
2. The Request shall include the following:
 - a) a demand that the dispute be referred to mediation;
 - b) the names and the contact details of the parties, including their addresses, telephone numbers, e-mail addresses and other contact details for appropriate electronic communication, if any, and the Requesting Party’s representative, if any, as well as a copy of the proof of representation;
 - c) identification of the mediation agreement or the mediation clause in an existing agreement that is invoked;
 - d) a brief description of the dispute and an indication of the amount involved, if any;
 - e) a designation of the mediator jointly made by the parties, or a description of any desired qualifications of the mediator; and
 - f) proof of payment of the registration fee, in accordance with Appendix I of the Rules in force at the date on which the Request is submitted to the Centre.
3. The Request may be submitted to the Centre by appropriate electronic means such as facsimile or e-mail. The Requesting Party shall provide hard copies of the Request upon request by the Centre. The parties and the Centre may agree to submit all further documents by appropriate electronic means.
4. In case that the registration fee is not paid, or if the Requesting Party fails to comply with any of the requirements under paragraph 2 of this article, the Centre will request the Requesting Party to remedy the defect within an appropriate period of time fixed by the Centre. The Centre may also request within such time limit a translation of the Request if it is not submitted in English or Farsi. If the Requesting Party complies with such directions within the time limit, the Request shall be deemed to have been validly filed on the date when the initial version was received by the Centre.

Section II: Mediator

Article 3: Number of Mediators

1. Unless all of the parties agree otherwise in writing, there shall be one mediator.
2. Where there is more than one mediator, they shall, as a general rule, act jointly.

Article 4: Confirmation or Appointment of the Mediator

1. The parties may jointly designate a mediator for confirmation by the Centre. The joint designation shall become effective once confirmed by the Centre.
2. In the absence of a joint designation of a mediator by the parties, the Centre shall appoint a mediator by taking into account the parties' description of their preferences as submitted to the Centre in accordance with Article 2(2)(e) of the Rules. The Centre shall solicit the views of the parties before the appointment.

Article 5: Statement of Acceptance by the Mediator

1. After confirmation or appointment by the Centre, the mediator shall sign a statement of acceptance, availability, impartiality and independence. The mediator shall disclose in writing to the Centre any facts or circumstances which might give rise to justifiable doubts as to his or her impartiality or independence. The Centre shall provide such information to the parties in writing and shall grant a time limit for any comments from the parties on this information.
2. In the course of the mediation, the mediator shall remain impartial and independent from the parties and available to conduct the mediation. If, in the course of the mediation, the mediator discovers the existence of any facts or circumstances likely to affect his or her impartiality or independence from the parties, or his or her availability, he or she shall promptly inform the parties. In such circumstances, the mediator may continue to serve provided that the parties mutually agree. In case of disagreement between the parties, the Centre shall proceed to replace the mediator in accordance with Article 6 of the Rules.

3. Where the mediator refuses his or her appointment, the Centre shall appoint a mediator by taking into account the parties' description of their preferences as submitted to the Centre in accordance with Article 2(2)(e) of the Rules. The Centre shall solicit the views of the parties before the appointment.
4. When the statement of acceptance is signed by the mediator and the advance for the costs of mediation referred to in Article 16 of the Rules is paid, the Centre shall transmit the file for the mediation to the mediator.

Article 6: Replacement of the Mediator

In case that a mediator is no longer in a position to fulfil his or her duties or where the mediator is no longer accepted by the parties, the Centre, upon joint request by the parties, shall proceed with the appointment of another mediator in accordance with Article 4 of the Rules.

Article 7: Role of the Mediator

1. The mediator shall assist the parties in an independent and impartial manner to reach a mutually acceptable and satisfactory resolution of the dispute. The mediator has neither the authority nor the power to impose a settlement on the parties.
2. The mediator shall act in accordance with the principles of party autonomy and fairness.

Article 8: Exclusion of Liability

Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the Centre, and the Centre's employees and the mediators based on any act or omission in connection with the mediation.

Section III: Mediation Proceedings

Article 9: Conduct of the Mediation

1. The mediation shall be conducted in accordance with the agreement of the parties. Failing such an agreement, the mediator shall conduct the proceedings so as to avoid unnecessary delay and expense and by taking into account the circumstances of the case and the views of the parties.
2. After transmission of the file, the mediator shall promptly solicit the views of the parties to schedule a primary conference to discuss the manner in which the mediation will proceed and to establish a timetable. A short note summarising the agreement of the parties with respect to the conduct of the mediation, including but not limited to language, time and place of meetings, submissions and participants, shall then be prepared by the mediator and provided to the parties, with a copy to the Centre.
3. All parties shall act in good faith throughout the mediation.
4. Each party may submit to the mediator suggestions for the settlement of the dispute.
5. Unless all of the parties agree otherwise in writing, the mediator shall have the right to consult with each party separately.

Article 10: Applicable Law

1. Unless all of the parties agree otherwise in writing, the conduct of the mediation is subject to Iranian laws.
2. The relationship between the Centre and any person participating in the mediation, including but not limited to the parties, the parties' representative(s) and advisor(s), the mediator(s) and the expert(s), is subject to Iranian laws.

Article 11: Confidentiality

1. The mediation conducted under these Rules is confidential. The parties, the parties' representative(s) and advisor(s), the mediator(s), the expert(s), the Centre and the Centre's employees undertake not to disclose to third parties any documents, facts or other information relating to the dispute or the mediation proceedings.
2. All observations, statements or propositions made during the mediation or documents prepared for the purposes of the mediation shall not be disclosed outside of the mediation or used without the written consent of all persons involved in the mediation, except to the extent necessary to enforce a written settlement agreement or in case that otherwise is required by the applicable law.
3. The sessions of the mediation are private. With the consent of the mediator, the parties may agree that persons other than the parties, their representative(s) or advisor(s) may attend the sessions.
4. In the absence of the parties' agreement to the contrary and unless prohibited by the applicable law, the parties' settlement agreement shall be kept confidential, except that a party shall have the right to disclose it to the extent that it is required by the applicable law or is necessary for purposes of the enforcement of the settlement agreement.

Section IV: Termination of the Proceedings and Settlement Agreement

Article 12: Termination of the Proceedings

1. The mediation proceedings shall be terminated:
 - a) by signing the settlement agreement putting an end to the dispute by all of the parties;
 - b) if a defective or incomplete Request has been submitted to the Centre and it has not been remedied within the appropriate period of time as requested by it in accordance with Article 2(4) of the Rules;
 - c) upon expiration of any time limit set by the mediator or the parties for the settlement of the dispute, in case that it is not extended by agreement of the mediator and the parties; or
 - d) upon expiration of the time limit set by the Centre, in case of non-payment of the deposits in accordance with Article 18 of the Rules or of the administration fees in accordance with Appendix I of the Rules.

2. The mediator shall inform the Centre of the termination of the mediation in writing. The note shall indicate the date of termination and whether the mediation resulted in full, partial, or no settlement of the dispute.
3. The Centre shall confirm the termination of the mediation in writing and communicate it to the mediator and the parties.
4. Upon request by the mediator or any party, the Centre shall issue a mediation certificate. The mediation certificate shall confirm that the mediation took place and whether it led to a settlement of the dispute. The Centre may request any relevant document from the mediator or the parties for the issuance of the mediation certificate. Such documents shall be provided in English or Farsi, or officially translated into one of these languages.

Article 13: Settlement Agreement

1. Unless all of the parties agree otherwise in writing, the settlement is reached only in case that it has been made in writing and signed by all of the parties to the proceedings.
2. Upon request by the parties, and in case that the mediator provides the Centre with a signed original hard copy of the settlement agreement or in case that the parties sign the settlement agreement at the Centre, the Centre may certify authenticity of the settlement agreement.

Section V: Other Proceedings

Article 14: Recourse to Other Proceedings

1. Unless all of the parties agree otherwise in writing or unless prohibited by the applicable law, the mediation agreement pursuant to these Rules does not constitute a bar to initiate or to continue judicial, arbitral or similar proceedings in respect of the dispute.
2. Unless all of the parties agree otherwise in writing, the mediator shall not have acted nor shall act, whether as a judge, an arbitrator, an expert or a representative or advisor of a party, in any judicial, arbitral or similar proceedings in respect of the dispute which was or is the subject of the proceedings under these Rules.

Article 15: Admissibility of Evidence in Other Proceedings

In the absence of the parties' agreement to the contrary and unless required to do so by the applicable law, a party shall not in any manner produce as evidence in any judicial, arbitral or similar proceedings:

- a) any observations, statements or propositions made during the mediation proceedings or documents prepared for the purposes of the mediation unless they can be obtained independently by the party seeking to produce them; or
- b) the mediator's testimony concerning any aspect of the mediation proceedings.

Section VI: The Costs

Article 16: Costs of Mediation

1. In addition to the fees and expenses of the mediator, the costs of mediation shall include the registration fees and the administration fees in accordance with Appendix I of the Rules in force on the date the Request is submitted to the Centre.
2. Unless otherwise agreed by the mediator and the parties, the mediator's fees are calculated on the basis of the time spent by the mediator at the hourly rate agreed by the mediator and the parties prior to the mediation.
3. It is the parties' responsibility to pay the fees and expenses of the mediator. Any disagreement regarding the mediator's fees and expenses shall be submitted to and decided by the Director of the Centre.

Article 17: Apportionment of the Costs

1. Unless all of the parties agree otherwise in writing, all costs of mediation shall be shared equally between the parties. The parties are jointly and severally liable for all costs of mediation.
2. Unless all of the parties agree otherwise in writing, all personal expenses incurred by any party in relation to the mediation, including but not limited to the legal fees, are borne by that party.

Article 18: Deposit of the Costs

1. The Centre may request each party to deposit an equal amount as an advance for the costs of mediation referred to in Article 16 of the Rules, prior to appointment or confirmation of the mediator. Any party is free to pay the whole of the deposits towards the costs of mediation should the other party fail to pay its share.
2. The Centre may from time to time request the parties to make further deposits towards the costs of mediation.
3. If the requested deposits are not paid either wholly or in part within the time limit set by the Centre, the Centre shall so inform the parties in order that one or another of them may make the required payment. If the payment is not made within the time limit set by the Centre, the Centre shall order the termination of the mediation proceedings.
4. All deposits towards the costs of mediation shall be made to and held by the Centre. Any interest which may accrue on such deposits shall be retained by the Centre.

Appendix I: Schedule of Fees

This schedule of fees is effective as of 15 July 2021 and is applicable to all mediations commenced on or after 15 July 2021.

1. Registration Fee (non-refundable)

1.1 A registration fee of EUR 250 is applicable for the appointment of the mediator.

1.2 In case that the parties request the Centre to appoint or confirm more than one mediator, or to replace the mediator(s), the Centre will charge an additional fee of EUR 250 for each additional appointment or confirmation.

1.3 The Centre shall not proceed with the appointment or confirmation of the mediator unless and until the registration fee is paid in full.

1.4 The registration fee is non-refundable.

2. Administration Fees

2.1 The administration fees are calculated in accordance with the schedule below which applies to all mediations administered by the Centre.

Amount in dispute (EUR)	Administration fees (EUR)
Up to 50,000	EUR 500
From 50,001 up to 100,000	EUR 1,000
From 100,001 up to 500,000	EUR 1,500
From 500,001 up to 1,000,000	EUR 3,000
From 1,000,001 up to 2,000,000	EUR 4,500
From 2,000,001 up to 5,000,000	EUR 6,500
More than 5,000,000	EUR 9,000

2.2 The Centre will charge minimum administration fees of EUR 500, payable for all mediations, unless the Centre determines otherwise.

2.3 The administration fees do not include the fees and expenses of the mediator.

2.4 In case that the amount in dispute increases during the mediation, the Centre may adjust and charge the administration fees accordingly.