

Annex C

SINGAPORE MEDIATION CENTRE NEUTRAL EVALUATION SERVICE

CODE OF CONDUCT

This Code of Conduct ("this Code") applies to all persons appointed by the Singapore Mediation Centre (the "Centre") to act as Evaluators in the neutral evaluation services provided by the Centre.

1 Acceptance of Assignment

- 1.1 An Evaluator will, before accepting an assignment, ensure that he is able to conduct the neutral evaluation expeditiously and impartially.

2 Impartiality

- 2.1 An Evaluator will be impartial and fair to the parties, and be seen to be so. Following from this, he will disclose to the Centre and, if he is nevertheless appointed by the Centre, to the parties any information which may lead to the impression that he may not be impartial or fair, including, that:
- a he has acted in any capacity for any of the parties;
 - b he has a financial interest (direct or indirect) in any of the parties or the outcome of the neutral evaluation; or
 - c he has any confidential information about the parties or the matter which is the subject of the neutral evaluation derived from sources outside the neutral evaluation proceedings.
- 2.2 If the Centre offers an Evaluator an appointment for which there is an actual, potential or apparent conflict of interest between the Evaluator and any of the parties, the Evaluator shall highlight this to the Centre.
- 2.3 An Evaluator shall not accept an appointment if he has previously acted for any of the parties in connection with the subject matter of the neutral evaluation.
- 2.4 When in doubt, an Evaluator shall refer the matter to the Centre.
- 2.5 An Evaluator (or any member of his firm or company) shall not act for any of the parties subsequently in any matter related to or arising out of the subject matter of the neutral evaluation without the written informed consent of all the parties.

3 The Neutral Evaluation Procedure

3.1 An Evaluator will act in accordance with the Centre's Neutral Evaluation Procedure.

4 Confidentiality

4.1 Any document or information supplied for and/or disclosed in the course of the neutral evaluation will be kept confidential. An Evaluator will only disclose the same if required to do so by law, or pursuant to an order of a court, or with the consent of all the parties.

4.2 An Evaluator shall not act as a consultant or arbitrator in any proceedings in relation to the subject matter of the neutral evaluation.

4.3 Unless all the parties agree, an Evaluator shall not act as a witness or expert in any proceedings in relation to the subject matter of the neutral evaluation.

5 Preparation

5.1 The Evaluator will prepare himself appropriately before the commencement of the neutral evaluation.

6 Withdrawal

6.1 An Evaluator shall withdraw from a case:

- a when he realises that he has committed a breach of any of the terms of this Code;
- b if there is a request to do so in writing by any of the parties; or
- c when he is required by any of the parties to do anything in breach of this Code or the Centre's Neutral Evaluation Procedure.

The Evaluator shall, on the occurrence of a, b, or c above, immediately inform the Centre of his withdrawal.

6.2 An Evaluator may, with the concurrence of the Centre, withdraw from a case if:

- a any of the parties breaches the Neutral Evaluation Agreement or the Centre's Neutral Evaluation Procedure;
- b any of the parties acts unconscionably; or
- c the parties allege that he is in breach of this Code.

The Evaluator shall, on the occurrence of a, b, or c above, consult the Centre on whether he should continue to act as Evaluator for the case.

7 **Fees**

- 7.1 In accepting appointment, the Evaluator expressly agrees to the remuneration as fixed by the Centre, and he shall not make any unilateral arrangements with any of the parties for additional fees.