



**C.A.M.P.**

**CHAMBRE ARBITRALE  
MARITIME DE PARIS**

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Head office & Secretariat

16, rue Daunou – 75002 Paris - France  
Tel : +33 (0)1 42 96 40 41 - Fax : +33 (0)1 42 96 40 42  
[www.arbitrage-maritime.org](http://www.arbitrage-maritime.org) - Mail : [camp2@wanadoo.fr](mailto:camp2@wanadoo.fr)

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**Mediation / Conciliation Rules**

In force as from 08 June 2011

In case of a conflict of interpretation, the French printed version prevails

## **CONCILIATION / MEDIATION RULES**

### **I. General**

Any dispute arising within the subjects defined in Article I of the Arbitration Rules may be referred to a conciliation process conducted by a single conciliator appointed by agreement between the parties or, in the absence of agreement, by the Committee of the Chambre.

### **II. Request for Conciliation**

Any party which requires to use the conciliation procedure shall address to the Secretariat of the Chambre a request including a brief outline of the matter in dispute, together with the payment on account of the deposit specified in Article VII below.

Following receipt, the Secretariat shall inform the opposite party of the request for conciliation requiring it to advise within 14 days whether it agrees to a conciliation process or not.

In the absence of any response within this period, or in the case of a negative response, there shall be no conciliation and the requesting party shall be so informed immediately by the Secretariat which shall at the same time point out that a normal arbitration procedure may be undertaken subject to the provisions of Article V of the Arbitration Rules.

### **III. Procedure**

When the process is agreed to, the Secretariat shall advise the requesting party and invite the parties to appoint by agreement, within one month, a single conciliator from amongst the arbitrators appearing on the list referred to in Article IV of the Arbitration Rules.

The parties may equally, if they so wish, require the Chambre by a joint request to appoint a named conciliator from the list above referred to. In the absence of a choice by the parties, the Committee of the Chambre shall appoint within 15 days from the expiry of the one month period above referred to a conciliator; in respect of such appointment, each party shall have the right to request a new appointment once only.

The parties will be immediately informed of the acceptance of his appointment by the conciliator.

The conciliation will be started within the shortest possible time and at the latest following payment of the deposits.

Any request for conciliation and the conciliation process itself will not suspend or interrupt any prescription period.

#### **IV. Powers of the conciliator**

The conciliator, who shall have for the completion of his mission a period of two months - renewable once for the same period by decision of the President of the Chambre - has complete discretion in conducting the conciliation process whilst respecting the normal principles, in particular impartiality and equity:

- he may grant the parties time to submit their arguments and where appropriate to provide the documents on which they expect to rely,
- he may receive the parties separately before meeting them together,
- he may decide in accordance with the parties the date and place of conciliation meeting,
- he may at any stage invite a party to provide any information which he considers necessary.

The parties may be assisted by representatives of their choice.

#### **V. Confidentiality**

The conciliation process is confidential.

All persons taking part must respect this confidentiality.

The parties undertake not to use for any purposes or in any other proceedings whether judicial or arbitral any offers or negotiations undertaken with a view to reaching an agreement during the conciliation process.

The same will apply if an arbitration follows the unsuccessful outcome of a conciliation process.

#### **VI. Outcome of the conciliation procedure**

A successful outcome to a conciliation process shall be recorded in a settlement agreement prepared by the conciliator, signed by the parties and co-signed by the conciliator. This agreement which binds the parties - shall only be disclosed to others to the extent necessary to give effect to it.

If the conciliation process fails, whether because of persistent disagreement between the parties or because of the decision of one or both parties not to pursue the process, the conciliator shall prepare a notice of default which shall bring an end to the process and which shall be addressed to the parties and to the Secretariat of the Chambre.

In this case the dispute may be submitted to any appropriate jurisdiction, provided that if the jurisdiction in question is that of the Chambre Arbitrale Maritime de Paris, the conciliator shall not, without the express agreement of the parties, figure amongst the arbitrators making up the arbitral tribunal

whether at first or second degree.

## **VII. Fees and expenses**

The amount of the payment on account of the deposit which must accompany any request is fixed at 800 €.

The total amount of the deposit in respect of fees, which must be paid in half shares by each of the parties subject to deduction of any payment or payments on account already made, will be notified to the parties as soon as the conciliator accepts his appointment. It shall be equal to 50% of the deposit payable for arbitration calculated according to the tariff annexed to the Arbitration Rules applicable to a three arbitrator tribunal.

If the amount of the claims cannot be quantified, the payment on account shall be fixed by the President of Chambre in accordance with what is known of the case and of the charges of the Chambre and of the conciliator.