

## MALAYSIA-CHINA BUSINESS MEDIATION CENTRE

### ETHICAL CODE OF CONDUCT

This Code of Conduct (“this Code”) applies to all persons appointed by the Malaysia-China Business Mediation Centre (“MCBMC”) to act as Dispute Resolution Facilitator in sessions held by the MCBMC.

#### **1. Acceptance of Assignment**

The Dispute Resolution Facilitator will before accepting an assignment, be satisfied that he will be able to conduct the mediation expeditiously and impartially.

#### **2. Impartiality**

2.1 The Mediator will be impartial and fair to the parties, and be seen to be so. Following from this, he will disclose 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 Dispute Resolution Proceeding; or
- (c) he has any confidential information about the parties or the dispute under Dispute Resolution Proceeding derived from sources outside the Dispute Resolution Proceeding.

2.2 When in doubt, the Dispute Resolution Facilitator shall refer the matter to the MCBMC.

#### **3. The Mediation Procedure**

The Dispute Resolution Facilitator will act in accordance with the Dispute Resolution Facilitator Rules of the MCBMC.

#### **4. Confidentiality**

4.1 Any document and information supplied for, and disclosed in the course of the Dispute Resolution Proceeding will be kept confidential. The Dispute Resolution Facilitator will only disclose the same if required to do so by general law, or with the consent of all the parties, or if such disclosure is necessary to implement or enforce any settlement agreement.

4.2 The Dispute Resolution Facilitator (or any member of his firm or company) will

not act for any of the parties subsequently in any manner related to or arising out of the subject matter of the Dispute Resolution Proceeding without the written informed consent of all the parties.

## **5. Settlement**

The Dispute Resolution Facilitator will ensure that any settlement agreement reached is recorded in writing and signed by the parties. The Dispute Resolution Facilitator is to witness and authenticate the settlement agreement upon the parties signing the agreement.

## **6. Withdrawal**

6.1 A withdrawal by the Dispute Resolution Facilitator will occur:-

- (a) when he/she 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/she is required by any of the parties to do anything in breach of this code or the MCBMC's Rules.

The Dispute Resolution Facilitator, shall, on the occurrence of (a), (b) or (c) above, immediately inform the MCBMC of his withdrawal.

6.2 The Dispute Resolution Facilitator also has the discretion to withdraw if:-

- (a) any of the parties breaches the Agreement to Mediate / Arbitrate (MED-ARB) or the MCBMC's Rules;
- (b) any of the parties acts unconscionably;
- (c) there is no reasonable prospect in his opinion of a settlement; or
- (d) the parties allege that he is in breach of this Code.

## **7. Fees**

In accepting appointment, the fees would be determined based on the agreement between the Dispute Resolution Facilitator and the parties concerned.

## **8. Evaluation**

The Dispute Resolution Facilitator will not evaluate the parties' case unless requested by all the parties to do so, and unless he is satisfied that he is able to make such an evaluation.