

NCAC

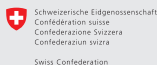
មជ្ឈមណ្ឌលជាតិនៃមជ្ឈត្តការផ្នែកពាណិជ្ជកម្ម
NATIONAL COMMERCIAL ARBITRATION CENTRE



MEDIATION RULES

18 March 2023

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FOREWORD

With the rise of foreign and domestic investment in recent years, Cambodia has worked to improve the investment climate with the development of an alternative dispute resolution mechanism outside the court system. Businessmen must be persuaded that, in the event of commercial disputes, there is a proper mechanism by which those disputes can be resolved quickly and fairly. The National Commercial Arbitration Centre (NCAC) was established for this purpose and has proven to be a success with the business community.

The NCAC is mindful that not all commercial disputes need to resort to binding decisions. It has been considered that mediation is another dispute settlement method which can offer a means of amicably settling disputes arising in the context of commercial relations. Mediation is an informal and confidential conflict resolution process in which an impartial third party facilitates two or more participants better understand their issues, interests and needs and empower them to bridge their differences through a voluntary agreement.

For this purpose, the NCAC has adopted the Mediation Rules for amicable settlement of disputes through Mediation. With this Mediation Rules in place, the NCAC hopes to offer another alternative to help businesses reach a resolution of their dispute in a cost and time effective manner.

SAN Kiri
President
National Commercial Arbitration Centre

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CHAPTER 1

GENERAL RULES

Article 1. Definitions

The terms used in the Rules are defined as follows:

General Secretariat means the General Secretariat of the NCAC.

NCAC means the National Commercial Arbitration Centre of the Kingdom of Cambodia.

Mediator means a third person(s) who assists the parties in reaching amicable settlement to their dispute, whether in whole or in part, through Mediation. The Mediator does not have authority to impose a solution to the dispute on the parties.

Mediation means a process, irrespective of the expression used or the basis upon which the process is carried out, whereby parties attempt to reach an amicable settlement of their dispute with the assistance of the Mediator.

Mediation Clause means a contractual provision requiring parties to resort to mediation to resolve their disputes. The Mediation Clause may take the form of an electronic record.

Mediation Information means anything said or done; or any documentation prepared; or any information provided for the purposes of or in the course of Mediation.

Party/Parties means a party or parties to a dispute who agree to settle their dispute through Mediation.

Participants means representatives and/or assistants of the Parties, interpreters, translators, experts or any other person, including NCAC administrators, who attends the mediation session.

Rules means the Mediation Rules of NCAC as adopted on 18 March 2023.

Terms of Reference means a written agreement signed by and between the Parties and the Mediator and approved by the General Secretariat, which indicates any specific variations that the Parties may wish to introduce to the Rules.

Article 2. Scope of Application

- 2.1 The Rules are designed for the mediation of commercial disputes, whether local or international. The term “**commercial**” should be given a wide interpretation so as to cover matters arising from all relationships of a commercial nature, whether contractual or not. Relationships of a commercial nature include, but are not limited to, the following transactions: any trade transaction for the supply or exchange of goods or services; distribution agreement; commercial representation or agency; factoring; leasing; construction of works; consulting; engineering; licensing; investment; financing; banking; insurance; exploitation agreement or concession; joint venture and other forms of industrial or business co-operation; and carriage of goods or passenger by air, sea, rail or road.
- 2.2 The Rules shall apply to all mediations administered by NCAC. The Rules apply irrespective of the basis, whether contractual or not, upon which the mediation is carried out.

- 2.3 The Parties may at any time agree to exclude or vary any provision of the Rules, through the conclusion of Terms of Reference, with the written agreement of the General Secretariat and the Mediator, provided that any such exclusion or variation does not contradict with the spirit of the Rules and/or contradict with any mandatory applicable legal provision.
- 2.4 Mandatory legal and regulatory provisions governing mediation supersede any provision in the Rules that may contradict therewith.
- 2.5 NCAC is the only body authorized to administer mediation proceedings under the Rules. In all matters not expressly provided for in the Rules, Mediator and the Parties shall act in the spirit of the Rules.
- 2.6 The Rules do not apply to:
- (a) When parties explicitly enter into *ad hoc* mediation proceedings; or
 - (b) When parties request NCAC to act solely as a mediator appointing authority.

CHAPTER 2

COMMENCEMENT OF MEDIATION

Article 3. Commencement of Mediation

- 3.1 Mediation can be initiated by submitting a request for Mediation (“**Request**”), which can be submitted jointly by all Parties in dispute (“**Joint Request**”), or by one party inviting the other party/parties to the dispute (“**Unilateral Request**”).
- 3.2 The Request shall include the following:
- (a) Date on which the Request is made;
 - (b) The name(s), address(es), telephone number(s), email address(es), and other addresses of electronic means of communication, if known, of the parties to mediation and their representatives, if any;
 - (c) Reference to any contractual instrument that refers to the use of mediation, if any;
 - (d) Reference to any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship; and
 - (e) A brief description of the dispute.
- 3.3 The Request may also include:
- (a) A suggestion as to the mediator’s professional background and experience;
 - (b) Description of any previous settlement offers or negotiation attempts; and

- (c) Request(s) on solutions of mediation including monetary valued request(s) and other request(s), if any.
- 3.4 To be accepted, the Request shall:
- (a) Have the mandatory information under Article 3.2. the General Secretariat may request the party/parties who submitted the Request to remedy the defect within an appropriate period of time; and
 - (b) Be accompanied by the registration fee prescribed in Appendix 1 (NCAC Fee Schedule). The registration fee is non-refundable.
- 3.5 Mediation will be deemed to have commenced on the date on which the General Secretariat receives a Request fulfilling the conditions under Article 3.4.
- 3.6 Upon commencement of the Mediation, the General Secretariat will request all the Parties to pay one or more deposits on costs covering the NCAC's administration fees and the Mediator's fees prescribed in Appendix 1 (NCAC Fee Schedule), and other expenses of NCAC and the Mediator.

Article 4. Unilateral Request for Mediation

- 4.1 The Unilateral Request shall be sent to the General Secretariat and other party/parties by any of the following methods: postal service, hand, facsimile, or e-mail.
- 4.2 The General Secretariat shall communicate the Request to the other party or parties and may assist the party/parties in considering the Request.
- 4.3 The invited party/parties must respond within 15 (fifteen) calendar days from the receipt of the Request or within such other period of time as specified therein. In case of written declination or the expiry of the period prescribed for the acceptance of Mediation or within such additional time as may be reasonably determined by the General Secretariat without a written response, the General Secretariat will notify, in writing, the party who submitted the Request, that the invitation was rejected and mediation will be deemed to be terminated.

CHAPTER 3

APPOINTMENT, REPLACEMENT AND DUTIES OF THE MEDIATOR

Article 5. Appointment of the Mediator

- 5.1 There should be one mediator unless the Parties agree otherwise. Where there is more than one mediator, the Mediators shall act jointly as co-mediators.
- 5.2 The Parties may jointly nominate a Mediator to conduct the mediation for confirmation by the General Secretariat. The nomination may be from NCAC's List of Mediators.
- 5.3 The Parties may request the General Secretariat to provide a list of candidates for mediator and/or to recommend one candidate for the Parties' nomination.
- 5.4 Where the Parties are unable to agree on a mediator to be nominated within 15 (fifteen) calendar days from the date of commencement of the mediation, the General Secretariat shall nominate a mediator from NCAC's List of Mediators in consultation with the Parties within 15 (fifteen) calendar days. The General Secretariat may nominate an outside mediator in the event that there is no suitable mediator from NCAC's List of Mediators in consultation with the Parties.

- 5.5 The prospective Mediator, whether nominated jointly by the Parties or by the General Secretariat, shall provide the General Secretariat with a signed declaration confirming their availability, impartiality and independence in relation to the Parties and the subject matter of dispute within 7 (seven) calendar days of the date of their nomination in which the prospective Mediator shall disclose any facts or circumstances which might affect or give rise to justifiable doubts as to their impartiality, independence or might be perceived to create a conflict of interest.
- 5.6 The General Secretariat shall promptly provide such disclosure to the Parties for their comments within 7 (seven) calendar days. The Parties are deemed to have accepted the Mediator nomination if no written objection is filed within the prescribed timeframe. In such case, the General Secretariat will promptly inform the Parties in writing of the Mediator's appointment. In case of objection, the General Secretariat shall, within 15 (fifteen) calendar days of receipt of the objection (s), nominate another mediator according to Article 5.4.
- 5.7 Throughout the mediation proceedings, if new circumstances emerge that give rise to such doubts or conflict of interest as mentioned in Article 5.5, the appointed Mediator must immediately disclose those circumstances to the Parties and the General Secretariat. The disclosure process in Article 5.6 applies in such case.

Article 6. Replacement of the Mediator

- 6.1 If the Parties request the replacement of the Mediator, or if the Mediator resigns, is incapacitated or otherwise becomes unable to perform the Mediator's functions, a new Mediator shall be appointed in accordance with Article 5.

- 6.2 In case of co-mediation and in the event that one co-mediator resigns, is incapacitated or otherwise becomes unable to perform the functions of a mediator, the Parties shall, following consultation with the remaining Mediator and the General Secretariat, decide whether to continue with a single Mediator or to appoint a new co-mediator in accordance with Article 5.

Article 7. Duties of Mediators

- 7.1 The appointed Mediators shall observe the obligations under the NCAC Code of Conduct for Mediators, the Rules and any mandatory legal provision governing mediation.
- 7.2 The Mediator shall maintain independent, impartiality and fair treatment of the Parties. In so doing, the Mediator shall take into account the circumstances of the case.
- 7.3 The co-mediators shall coordinate their efforts and jointly conduct the Mediation.
- 7.4 Each co-mediator shall share with the other co-mediator all written or oral communications received from a party or Parties, including documents or information labeled or described as confidential.
- 7.5 The Mediator shall not have the authority to impose on the Parties any partial or complete settlement of the differences or disputes. If the Parties are unable to reach a settlement in the Mediation process, and if all Parties and the Mediator agree, the Mediator may produce for the Parties a non-binding recommendation.

CHAPTER 4

CONDUCT OF MEDIATION PROCEEDINGS

Article 8. Conduct of Mediation

- 8.1 As soon as practicable after the Mediator's appointment, the Mediator and the Parties shall discuss the manner in which the Mediation proceedings shall be conducted.
- 8.2 The Parties may agree on the manner in which the Mediation is to be conducted subject to the Mediator's approval. Otherwise, the Mediator may determine the conduct of the Mediation in consultation with the Parties, taking into account the circumstances of the case, the Parties' wishes, and the need for a speedy settlement of the dispute.
- 8.3 At any time during the Mediation proceedings, including immediately following the Mediator's appointment, the Mediator may request the Parties to provide information concerning the dispute.
- 8.4 The Mediator may, subject to the consent of the Parties, seek assistance from (a) one or more Mediators at any stage of the Mediation proceedings as co-mediator; (b) experts; and (c) translators/interpreters.

- 8.5 The Parties and their representatives and assistants shall cooperate with the Mediator and with each other in good faith to advance the Mediation as expeditiously, smoothly, and efficiently as possible.

Article 9. Representation and Assistance

- 9.1 The Parties may be represented or assisted by persons of their choice. Each party shall notify in advance the names and the role of such persons to the General Secretariat, the Mediator and the other party. Each party shall have full authority to settle or be accompanied by a person with such authority.
- 9.2 The Parties shall keep the General Secretariat, the Mediator and each party informed of any changes to the representatives and/or assistants that may occur during the Mediation.
- 9.3 Mediation sessions are private and can only be attended by the Parties, or their representatives and assistants; experts; interpreters/translators who may be appointed during the Mediation proceedings.

Article 10. Mediation Sessions

- 10.1 In order to facilitate the conduct of the Mediation, the Parties and the Mediator may convene a pre-mediation session to organize the conduct of the proceedings.
- 10.2 In conducting the Mediation, the Mediator may, in consultation with the Parties and taking into account the circumstances of the dispute, communicate or hold meetings with the Parties by physical attendance or remotely by videoconference, telephone or using other communication technology with the Participants (or in a combined form).

10.3 The Mediator is authorized to meet and/or communicate, in writing or verbally, with the Parties or their representatives and assistants together or with each of them separately, for the purposes of preparing for Mediation or during the conduct of the Mediation. If the Mediator meets or communicates with a party individually, the Mediator shall inform the other party about such meeting or communication. When the Mediator receives information concerning the dispute from a party, the Mediator shall keep such information confidential, unless that party indicates that the information is not subject to the condition that it should be kept confidential, or expresses its consent to the disclosure of such information to other party.

Article 11. Confidentiality

- 11.1 Any written material that one party provides to the Mediator and/or the General Secretariat with the intention that it is not shared with the other party or parties must clearly label it as “**Confidential - For Mediator’s Use Only**” or wording to similar effect.
- 11.2 There shall be no stenographic record; transcript; formal record; or audio-visual recording of the Mediation proceedings.
- 11.3 Mediation Information shall be kept confidential by the Mediator, the Parties, Participants, and NCAC, except where disclosure is (a) required by the applicable laws; or (b) as referred to in Article 13.4 or (c) agreed in writing by the Parties.
- 11.4 Confidential information cover, but is not limited to:
- (a) An invitation by a party to engage in mediation or the fact that a party was willing to participate in Mediation;

- (b) Views expressed, or suggestions made by a party in the Mediation in respect of a possible settlement of the dispute;
- (c) Statements or admissions made by a party in the course of the Mediation;
- (d) Proposals made by the Mediator or any of the Parties;
- (e) The fact that a party had indicated its willingness to accept a proposal (or parts thereof) for settlement made by the Mediator or the Parties; and
- (f) A document prepared primarily for purposes of the Mediation.

11.5 Article 11.3 applies irrespective of the form of the information or evidence referred to therein.

11.6 Articles 11.3 and 11.4 apply whether or not the arbitral, judicial, or other proceedings relate to the dispute that is or was the subject matter of the Mediation.

11.7 Subject to the limitations of Articles 11.3 and 11.4, evidence that can be obtained independently by a party seeking to produce it in the judicial, arbitral or similar proceedings does not become inadmissible as a consequence of having been used or disclosed in the Mediation.

11.8 Unless agreed otherwise in writing by the Parties or required by applicable law, the Parties and Participants shall not (a) give testimony in any judicial, arbitral or other proceedings, whether formal or informal, concerning any aspect of the Mediation, or (b) act as expert, the Mediator or consultant in any such process; or (c) rely on, introduce as evidence or give evidence regarding Mediation Information.

11.9 The Parties, including their representatives, shall not call, or cause to be called, the Mediator, NCAC (including its members, directors, advisors, secretary, and personnel) or any Participants as a witness, nor require them to produce in evidence any information, materials or settlement terms relating to the Mediation, in the judicial, arbitral, or other formal or informal proceedings.

11.10 The provisions of this Article shall survive the termination of the Mediation and continue in full force and effect unless provided otherwise by the Parties' written agreement.

CHAPTER 5

TERMINATION OF MEDIATION PROCEEDINGS

Article 12. Termination of Mediation

12.1 Mediation shall terminate on the date of dispatch of written confirmation of termination by the General Secretariat to the Parties after the occurrence of any of the following:

- (a) The rejection by the invited party of the Request for the Mediation;
- (b) The communication by the Mediator to the General Secretariat that the Parties have signed a settlement agreement covering the entire dispute. The Parties may agree to have the termination date corresponding to the date of conclusion of the settlement agreement;
- (c) The communication by the Mediator to the General Secretariat that the Parties have signed a written declaration that mediation has ended without settlement or with partial settlement;
- (d) Written notification by any party to the Mediator and/or the General Secretariat that the party has decided not to continue with Mediation;

- (e) Written notification by the Mediator to the Parties and the General Secretariat that, in the Mediator's opinion, the Mediation is not likely to settle the dispute between the Parties;
 - (f) The expiry of all the timeframes and limits pertaining to the Mediation process agreed by the Parties;
 - (g) The notification in writing by the General Secretariat to the Parties that, in the judgment of the General Secretariat, there has been a failure to nominate a Mediator or that it has not been reasonably possible to appoint a Mediator;
 - (h) Non-payment of any of the requested Costs set forth in Article 15 (Payment of Costs).
- 12.2 In agreement with the Parties, the Mediator may adjourn the Mediation for a period of time agreed between the Parties and the Mediator, in order to allow Parties to consider specific proposals, obtain further information or for any other reason that the Mediator considers helpful in furthering the Mediation process. The Mediation will then be reconvened with the agreement of the Parties and the Mediator.

Article 13. Settlement Agreement

- 13.1 Any settlement agreement, covering all or part of the dispute, that is reached in the course of mediation shall be in writing and signed by the Parties or the representatives on behalf of the Parties, including through electronic means.

- 13.2 Where any settlement agreement has been reached, whether in full or in part, the Mediator shall promptly notify the General Secretariat of the same, and provide the General Secretariat with a copy of such agreement.
- 13.3 Upon any or all Parties' request, and against the fee set in the Appendix 1 (NCAC Fee Schedule), the General Secretariat may stamp the settlement agreement in copies commensurate with the number of Parties.
- 13.4 By signing the settlement agreement, the Parties agree that the settlement agreement can be used as evidence that it results from the Mediation, and that it can be relied upon for seeking relief under the applicable law.

CHAPTER 6

COSTS

Article 14. Costs of the Mediation

- 14.1 The term “**Costs**” includes: (a) the registration fee; (b) the administration fee; (c) the Mediator’s fee; and (d) any expenses incurred by the Mediator and NCAC.
- 14.2 The Costs shall be determined according to Appendix 1 (NCAC Fee Schedule), which can be separately amended from time to time by NCAC Executive Board.
- 14.3 The General Secretariat determination of the Costs of Mediation shall be final and subject to no appeal.

Article 15. Payment of Costs

- 15.1 All payments requested by the General Secretariat must be payable and in full within the timeframe determined by the General Secretariat. If payments are not made timely and in full, General Secretariat shall so inform the Parties in order that one or more of them may make the required payment.
- 15.2 All payments requested by the General Secretariat shall be borne equally by the Parties, except where the Parties have agreed otherwise in writing.

- 15.3 Any party is free to pay the unpaid balance of any deposits and costs should another party fail to pay its share.
- 15.4 Payments shall be made by cheque or transfer to the designated bank account of NCAC within 15 (fifteen) calendar days after notification thereof by the General Secretariat.
- 15.5 Each party shall bear its own costs and expenses, as well as the costs of its assistants and representatives, for participating in the Mediation, unless otherwise agreed by the Parties.
- 15.6 The parties are jointly and severally liable to pay the total Costs of the Mediation to the General Secretariat, notwithstanding any agreement they may have on Costs apportionment.
- 15.7 If payments are not made at the time set by the General Secretariat, the General Secretariat may suspend or terminate the Mediation proceedings.
- 15.8 Upon termination of the Mediation for any of the reasons under Article 12, the General Secretariat shall fix the total costs of the Mediation and shall return any excess to the Parties and bill the Parties for any shortfall. The excess payment and shortfall shall be made in the proportions in which the payments were made, or in such other proportions as the parties may have agreed.
- 15.9 The Parties are liable to make payment of all Costs regardless of the outcome of the Mediation.
- 15.10 All amounts requested by the General Secretariat are exclusive of the value added tax (VAT) for NCAC administrative services and withholding tax (WHT) for the services of Mediator(s).

CHAPTER 7

OTHER RULES

Article 16. Exclusion of Liability

The Mediator and NCAC (including its members, directors, advisors, secretary and personnel) shall not be liable to any person for any act, omission or negligence in connection with a Mediation conducted under the Rules or exercise of any function as provided for under the Rules.

Article 17. Initiation of other Proceedings

Mediation may take place under the Rules at any time regardless of whether arbitral, judicial, or other dispute resolution proceedings have been already initiated. Initiation of such proceedings is not of itself to be regarded as waiver of any agreement triggering the use of Mediation or as a termination of the Mediation.

Article 18. Amendment of the Rules

The Rules may, from time to time, be amended by General Assembly of NCAC.

Article 19. Practice Guidelines

- 19.1 The NCAC Executive Board may, when necessary or if deemed helpful, issue Practice Guidelines to supplement, regulate and implement the Rules for the purpose of facilitating the administration of mediation governed by the Rules.
- 19.2 In the event of any ambiguity or inconsistency in these Rules, NCAC Executive Board's interpretation of the Rules shall be final and binding on the Parties and the Mediator.

CHAPTER 8

FINAL PROVISIONS

Article 20. Final Provisions

- 20.1 The Rules are adopted by the General Assembly of NCAC on 18 March 2023.
- 20.2 The Rules shall become effective from 18 March 2023 onwards.

Phnom Penh, 18 March 2023

National Commercial Arbitration Centre
President



SAN Kiri



APPENDIX 1

NCAC FEE SCHEDULE

1. Case Registration Fee

- 1.1 The Request for the Mediation shall be accompanied by a case registration fee of USD30 (thirty).
- 1.2 If such case registration fee is not paid in full, NCAC will not proceed with the Request.
- 1.3 The case registration fee is non-refundable.

2. Administration Fee

- 2.1 The administration fee is based on a sliding fee scale, is dependent on the sum in dispute, and shall be charged in accordance with the table below.
- 2.2 The sum in dispute is the aggregate value of all claims and counterclaims.
- 2.3 The administration fee for each particular case is subject to adjustment by the General Secretariat, taking into account any exceptional circumstances that may, in the opinion of the General Secretariat, justify reducing or increasing the administration fee prescribed in the NCAC Fee Schedule. Exceptional circumstances may include but are not limited to substantially less work being done by NCAC because of early termination of the mediation proceedings or substantially more services being provided by NCAC. However, in no event shall an increase be more than 30% (thirty percent) of the administration fee prescribed in the NCAC Fee Schedule.

ADMINISTRATION FEE – IN USD

Sum in Dispute		Administration Fee	
Up to 50,000		= 140	
From 50,001	to 100,000	= 240	+ 0.20% of excess over 50,000
From 100,001	to 200,000	= 390	+ 0.15% of excess over 100,000
From 200,001	to 500,000	= 690	+ 0.10% of excess over 200,000
From 500,001	to 1,000,000	= 890	+ 0.04% of excess over 500,000
From 1,000,001	to 2,000,000	= 1,090	+ 0.02% of excess over 1,000,000
From 2,000,001	to 5,000,000	= 1,390	+ 0.01% of excess over 2,000,000
From 5,000,001	to 10,000,000	= 1,840	+ 0.009% of excess over 5,000,000
From 10,000,001	to 50,000,000	= 3,040	+ 0.003% of excess over 10,000,000
Over 50,000,000		= 4,240	

3. Mediator's Fee

- 3.1 The Mediator's fee is based on a sliding fee scale, is dependent on the sum in dispute, and shall be charged in accordance with the table below. The sum in dispute is the aggregate value of all claims and counterclaims.
- 3.2 The Mediator's fee for each particular case is subject to adjustment by the General Secretariat taking into account any exceptional circumstances that may, in the opinion of the General Secretariat, justify reducing or increasing the Mediator's fee prescribed in the NCAC Fee Schedule. Exceptional circumstances may include but are not limited to substantially less work being done by the Mediator because of early termination of the Mediation proceedings or substantially more work being done by the Mediator. However, in no event shall an increase be more than 30% (thirty percent) of the Mediator's fee prescribed in the NCAC Fee Schedule.

MEDIATOR'S FEE – IN USD

Sum in Dispute Mediator's Fee (per Mediator)

Up to 50,000		= 300		
From 50,001	to 100,000	= 450	+ 0.30%	of excess over 50,000
From 100,001	to 200,000	= 650	+ 0.20%	of excess over 100,000
From 200,001	to 500,000	= 950	+ 0.10%	of excess over 200,000
From 500,001	to 1,000,000	= 1,200	+ 0.05%	of excess over 500,000
From 1,000,001	to 2,000,000	= 1,500	+ 0.03%	of excess over 1,000,000
From 2,000,001	to 5,000,000	= 2,100	+ 0.01%	of excess over 2,000,000
From 5,000,001	to 10,000,000	= 2,600	+ 0.01%	of excess over 5,000,000
From 10,000,001	to 50,000,000	= 6,200	+ 0.01%	of excess over 10,000,000
Over 50,000,000		= 10,200	+ 0.005%	of excess over 50,000,000

4. Date of Effect

- 4.1 This NCAC Fee Schedule is adopted by the General Assembly of NCAC on 18 March 2023.
- 4.2 This NCAC Fee Schedule shall become effective from 18 March 2023 onwards.

Notes: The above fees are exclusive of expenses incurred by NCAC and the Mediator as well as value added tax (VAT) for NCAC administration services and withholding tax (WHT) for services of Mediator(s). Prior to the appointment of the Mediator, the Parties may agree on a different Mediator's fee as long as the differing fee is acceptable to the Mediator.

Phnom Penh, 18 March 2023

National Commercial Arbitration Centre



President

SAN Kiri



APPENDIX 2

MODEL MEDIATION CLAUSE

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, performance or termination, shall be referred to mediation administered by the National Commercial Arbitration Centre of the Kingdom of Cambodia in accordance with the Mediation Rules of the National Commercial Arbitration Centre (NCAC Mediation Rules) being in force at the time of commencement of mediation, and by reference in this clause, the NCAC Mediation Rules are deemed to be incorporated as part of this contract.

Parties may consider the following additional provisions:

1. Language(s) of the mediation

The language(s) of the mediation shall be [choose language(s)].

2. Place of mediation

The place of the mediation shall be [Phnom Penh, Kingdom of Cambodia]*.

- * Parties should specify the place of the mediation of their choice. If the parties wish to select an alternative place to Cambodia, please replace “[Phnom Penh, Kingdom of Cambodia]” with the city and country of choice (e.g., “[City, Country]”)

