



MARC Rules of Ethics for Mediators

As from his designation and throughout the mediation proceedings, the mediator commits to reveal any circumstance which, for the parties, might be of a nature likely to affect his independence, his neutrality or his impartiality (article 6.1 of the MARC Mediation Rules 2014.)

Article 1: Role of the Mediator

Article 7 of the MARC Mediation Rules provides that: “The mediator helps the parties to find a negotiated outcome to their dispute. He has full discretion as to the methods by which he performs his task, subject to obligations of loyalty and respect of the interests of each of the parties. If he considers it useful, he may hear the parties separately, if they have agreed to this.”

The mediator has no authority other than that arising out of the confidence placed in him by the parties.

The mediator is neither a judge nor an arbitrator. His role is to seek with the parties a negotiated solution by assisting them in exploring and better understanding their points of view.

The mediator undertakes to respect MARC Mediation Rules, in particular with respect to time limits.

Article 2: The mediator and the parties

As soon as possible after accepting his appointment, the mediator contacts the parties in order to organise his mission. He obtains the agreement of the parties, if he considers it appropriate, to meet separately with them. In such a case, the mediator undertakes to respect the principle of equality between the parties. The mediator analyses with each party its position with respect to the dispute and makes sure that each party fully understand the position of the other party or parties.

To accomplish this, he may suggest ideas to resolve the issues, but in no circumstances he may attempt to impose any terms or settlement, particularly on a party which is clearly in a weak position. In his approach, the mediator must not only be guided by principles of fairness but also take into account the parties’ expectations with regard to the agreements entered into by them. If his mission is successful, the mediator invites the parties to formalize their agreement by signing a written settlement agreement. Since the mediator is not a party to that document, he does not sign it.

However, upon the request of the parties, he may affix his signature to the settlement agreement to attest to the agreement reached. In such case, his signature is preceded by the words “in the presence of X, mediator designated by MARC.”

Article 3: Secrecy and Confidentiality

The mediator is bound by a duty of secrecy regarding the dispute entrusted to him, both with regard to its existence and to all other aspects of the mediation.

The mediator’s duty of secrecy is general, absolute, and unlimited in time. The mediator may be released from it only under the conditions prescribed by law.

The mediator is prohibited from having any professional relationship with any of the parties during the year following the end of his mission.

The mediator’s mission ends when a settlement agreement is signed or when the failure of the mediation is recorded. From that date onward, the mediator cannot intervene in any capacity whatsoever in connection with the dispute or its resolution, except upon the request of all the parties and after giving notice thereof to the MARC Permanent Secretariat.

I, [add name and surname], confirm having read the above MARC Rules of Ethics for Mediators, and undertake to abide strictly by these Rules of Ethics while performing my mission as mediator whenever appointed in this capacity.

Name:.....

Signature:.....Date: