

مركز أبوظبي الدولي للتحكيم
Abu Dhabi International Arbitration Centre

Mediation Rules

28 January 2026



Abu Dhabi International Arbitration Centre (arbitrateAD)

Abu Dhabi Chamber Building, Corniche Street.

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General Provisions and Definitions

Article 1 - Scope of Application

1. These Mediation Rules of the Abu Dhabi International Arbitration Centre (the “Rules”) shall apply and shall be deemed to form part of the Mediation Agreement where Parties agree to refer their Difference to Mediation under the Rules, to the Centre, or to the Abu Dhabi Chamber of Commerce, or otherwise refer to one of them in their Mediation Agreement. To the extent that settlement agreements resulting from Mediation under these Rules meet the requirements for enforcement under the Singapore Convention on Mediation (the United Nations Convention on International Settlement Agreements Resulting from Mediation, A/73/496, 20 December 2018), they may be enforceable under the Convention.
2. The Mediation Rules shall apply where Parties have agreed to submit their Differences to conciliation or Mediation under the ADCCAC Rules or otherwise refer to ADCCAC in their Mediation Agreement, in which case a reference to conciliation shall be deemed to refer to Mediation.
3. These Rules shall come into force on 28 January 2026 and, unless otherwise agreed by the Parties, the version of the Rules in effect on the Commencement Date shall apply.
4. The Parties to an ad hoc mediation may agree to designate the Centre as appointing authority without referring their mediation to the provisions contained in these Rules, and the Court shall appoint the Mediator in the same manner as it would for a Mediation under these Rules, applying Article 5.
5. The English version of the Rules shall prevail over any other language version of the Rules in case of discrepancy or inconsistency.
6. The Court of Arbitration has supervisory authority over the Mediation. The Court carries out all functions attributed to it under the Rules. All decisions of the Court are final. The reasoning of the Court of Arbitration’s decisions shall not be communicated to the parties, save for a summary of the reasoning of decisions on a challenge to a Mediator’s appointment.
7. Any matter relating to the powers and duties of the Centre and/or the administration of mediation proceedings not expressly referred to in the Rules, shall be decided by the Court of Arbitration.

Article 2 - Definitions

The following words and terms shall have the meanings set forth below when used in these Rules:

1. “**ADCCAC Rules**”: the 1993 or the 2013 versions (as applicable) of the Procedural Regulations of Arbitration of the Abu Dhabi Commercial Conciliation and Arbitration Centre;
2. “**Administrative Fee**”: the fees charged by the Centre for the administration of the Mediation, as described in Article 10 and Annex 1 – Schedule of Fees and Costs;
3. “**Business Day**”: a working day in which business is conducted as usual according to the official calendar of the place where a notification or correspondence is to be received;
4. “**Case Management Office**”: the Registrar, Deputy Registrar, Legal Counsel, Deputy Legal Counsel, and Case Administrator, who administer the Mediation proceedings according to the Rules;

5. **“Centre” or “arbitrateAD”**: the Abu Dhabi International Arbitration Centre;
6. **“Commencement Date”**: the date on which the Mediation is deemed to have been commenced pursuant to Article 4.5;
7. **“Court”**: the Centre’s Court of Arbitration, which may act through the President of the Court or by delegation to any Vice-President, member, or committee of the Court. The Court carries out all functions attributed to it under the Rules and has supervisory authority over the Mediation.
8. **“Difference”**: any dispute, controversy, claim, conflict, disagreement, divergence, or failure to agree between two or more Parties that is submitted to Mediation under these Rules (including where Parties or Observers are added after the commencement of the Mediation);
9. **“Filing Fee”**: has the meaning set out in Article 10.3 and Annex 1 – Schedule of Fees and Costs;
10. **“Mediation Costs”**: as described in Article 10.1 and Annex 1 – Schedule of Fees and Costs, includes the Filing Fee, the Administrative Fee of the Centre, the Mediator Fee, and expenses;
11. **“Mediation”**: a mediation under these Rules, whereby the Parties to a Difference agree to engage the assistance of a Mediator to facilitate the amicable resolution of the Difference;
12. **“Mediation Agreement”**: any agreement of the Parties to resolve any Difference that arises between/among them through Mediation. The Mediation Agreement may be in the form of a Mediation clause within a contract or a separate contract;
13. **“Mediator”**: an individual appointed under these Rules to assist the Parties in resolving their Difference amicably. The term **“Mediator”** includes a single Mediator or all the Mediators collectively in circumstances in which there are more than one;
14. **“Mediator Fee”**: has the meaning set out in Article 10 and Annex 1 – Schedule of Fees and Costs;
15. **“Observers”**: any natural person, corporate entity or other entity that is not a Party to the Mediation, and that the Parties and the Mediator expressly agree may observe the Mediation;
16. **“Party” or “Parties”**: any Party (whether a natural person, corporate entity or otherwise) involved in a Difference which is referred to Mediation in accordance with these Rules.
17. **“President of the Court” or “President”**: the President of the Centre’s Court of Arbitration, including, by delegation, any Vice-President, member, or committee of the Court;
18. **“Request for Mediation”**: has the meaning set out in Article 4.1;
19. **“Requesting Party”**: the Party that files the Request for Mediation;
20. **“Response”**: has the meaning set out in Article 4.4; and
21. **“Responding Party”**: the Party that files the Response to the Request for Mediation.

Words used in the singular include the plural and vice versa, as the context may require.

Article 3 - Means of Communication and Time Limits

1. Except as otherwise decided by the Mediator or agreed by the Parties, any documentary evidence, written submissions, correspondence, and any other documents used in the context of the Mediation shall be exchanged digitally.
2. Dates and periods of time provided for in the Rules shall be calculated as from the first Business Day in Abu Dhabi following the day on which the notice or correspondence is to be received in accordance with these Rules.
3. At the request of a Party or in its own discretion, all time limits established in these Rules may be changed by the Centre in its reasonable discretion.

Article 4 - Commencement of the Mediation

1. A Requesting Party shall submit any Request for Mediation in writing to the Centre and to the Responding Party ("**Request for Mediation**"). The Request for Mediation shall be delivered by e-mail or other means of electronic communication or physical delivery that provides a record of receipt.
2. A Party may decide to appoint a representative of their choosing to represent them in a Mediation under these Rules. A Party representative may be of any nationality and need not be a lawyer.
3. The Request for Mediation shall contain:
 - a. proof of payment of the Filing Fee in accordance with Article 10 and Annex 1 – Schedule of Fees and Costs;
 - b. the names, addresses, telephone, e-mail, and other communication references of the Parties to the Difference and, where applicable, any representative of the Requesting Party;
 - c. the identity of any proposed Mediator or the mechanism or method of selection of, and/or characteristics of, the Mediator;
 - d. a brief statement of the nature and where possible an estimate of the amount at issue in the Difference; and
 - e. in cases where the Parties have entered into a pre-existing Mediation Agreement, a copy of the Mediation Agreement.
4. Within 10 Business Days of the Responding Party's receipt of the Request for Mediation (as may be extended by the Centre), the Responding Party shall file a Response to the Request for Mediation ("**Response**"), which shall include:
 - a. the names, addresses, telephone, e-mail, and other communication references of the Responding Party and, where applicable, any representative of the Responding Party;
 - b. the identity of any proposed Mediator or the mechanism or method of selection of, and/or characteristics of, the Mediator;
 - c. a brief statement of the nature and where possible an estimate of the amount at issue in the Difference, including any counterclaims; and
 - d. in cases where the Parties have entered into a pre-existing Mediation Agreement, a copy of the Mediation Agreement, or a statement that the Mediation Agreement submitted by the Requesting Party is agreed to.
5. Subject to Paragraph 6 of this Article, the Mediation shall be deemed to have commenced

on the first Business Day following the date on which a complete Request for Mediation, including the payment of the Filing Fee, is submitted in accordance with Paragraph 1 of this Article.

6. If the Responding Party does not file a complete Response within 10 Business Days of its receipt of the Request for Mediation (as may be extended by the Centre) the Mediation shall be deemed not to have commenced.
7. The Centre shall promptly inform the Parties in writing either of the Commencement Date or that the Mediation has not commenced.

Article 5 - Mediator Selection and Appointment

1. The Parties shall attempt to agree on the identity of the Mediator. Considerations for selecting a Mediator may include the nature of the underlying transaction, the nature of the Difference, the language/nationality, location, qualifications and experience of the Mediator, the amount in dispute, and any other relevant considerations.
 - a. In cases where the Parties have agreed on a mechanism for the selection of the Mediator whether in the Mediation Agreement or otherwise, the Parties shall apply that process in an attempt to agree on a Mediator (for example by the exchange of lists of short-listed candidates).
 - b. If the Parties have not agreed on the mechanism for the selection of the Mediator, the Parties shall attempt to agree on the Mediator or where that is not possible, the Mediator's characteristics or a process for agreeing a Mediator, and in doing so may take into account the considerations set out in Paragraph 1 of this Article.
 - c. If the Parties are unable for any reason to agree on the identity of a Mediator within 15 Business Days from the Centre's receipt of the Response, they shall jointly inform the Case Management Office which, having sought the views of the Parties, may in its reasonable discretion extend the deadline for them to reach agreement or communicate their views.
2. In all cases, the Court shall appoint the Mediator.
 - a. In cases where the Parties have agreed on the identity of the Mediator, the Court shall treat this as a joint nomination and shall appoint the Mediator selected by the Parties.
 - b. In cases where the Parties have not reached agreement on the identity of the Mediator, the Court shall select the Mediator and in doing so, will take into consideration, but need not follow strictly, any mechanism or method of selection and/or characteristics of the Mediator agreed upon by the Parties and, as appropriate, shall take into account the considerations set out in Paragraph 1 of this Article.
 - c. Any Party may object to the Mediator appointed by the Court in writing with reasons within 5 Business Days of the notification of such appointment (as may be extended by the Centre). The Court shall consider the objection and, if upheld, the Mediator shall be removed.
3. Prior to an appointment by the Court, a prospective Mediator shall:
 - a. sign a declaration containing a statement of acceptance, impartiality, independence, and availability, and provide the Centre with an up-to-date curriculum vitae; and
 - b. disclose any known, actual, or potential conflicts of interest which could raise questions of their impartiality or independence.

4. The Court shall apply the criteria set out in Paragraph 2 where the Court is requested to act as appointing authority under Article 1(4).
5. During the Mediation, the Mediator shall have an ongoing duty to act with integrity, impartiality, independence, and fairness. The Mediator shall promptly disclose to the Centre and to the Parties any actual or potential conflict of interest or other relevant matter or circumstance that might call into question or create reasonable doubts as to the Mediator's ability to conduct the mediation impartially and with independence. Any Party may object to the Mediator within five Business Days of (i) the date of receipt of the disclosure or (ii) the date on which the grounds for the objection become known or reasonably should have become known to the Party making the objection (as potentially extended by the Centre), setting out their reasons for the objection. The Court shall consider the objection and, if upheld, the Mediator shall be removed.
6. During the Mediation, a Mediator shall be removed upon the joint request of the Parties or if the Court determines that the Mediator can no longer perform the duties required pursuant to the Rules.
7. During the Mediation, and considering the impact on the Mediation, a Mediator may resign on his or her own accord without being required to state a reason by notifying the Centre and the Parties in writing.
8. The Court's decision to remove a Mediator shall be final. The Court may appoint a replacement Mediator in the event of removal, resignation, withdrawal, or death. The Court will select and appoint any replacement Mediator according to the original appointment process under this Article and taking into consideration the stage of the Mediation.
9. Unless required by a court of law or authorized in writing by the Parties, the Mediator shall not act in any capacity whatsoever, otherwise than as a Mediator, in any pending or future proceedings, whether judicial, arbitral or otherwise, relating to the subject matter of the Difference.

Article 6 - Conduct of Mediation

1. The Mediator shall conduct the Mediation in a fair, independent, diligent, and efficient manner.
2. Within 10 Business Days after being appointed, the Mediator shall hold a preliminary meeting with the Parties to discuss the procedure for the Mediation and to establish a timetable. The following issues, among others, may be addressed at that meeting:
 - a. whether a mediation agreement should be entered into in addition to the application of these Rules, and, if so, the details of that agreement;
 - b. the Mediator Fee where appropriate;
 - c. the monetary value of the Difference where appropriate;
 - d. the language of the Mediation;
 - e. taking Article 3.1 into consideration, method of communication between the Mediator and Parties;
 - f. logistics for further meetings whether virtual or in person;
 - g. the participation of any third-party Observers in the Mediation;
 - h. whether mediation statements will be used and if so, the details thereof;

- i. taking Article 7 into consideration, the confidentiality of documents exchanged in the mediation and the proceedings;
 - j. ensuring that any formalities related to any settlement agreement that may be reached are complied with, including the participation in the Mediation of relevant decision makers with the authority to bind the Parties either directly or by proxy;
 - k. whether the Mediator may be involved in the preparation of any settlement agreement that may be reached;
 - l. taking Article 7.2 into consideration, the without prejudice nature of the proceedings;
 - m. taking Articles 5.8 and 6.5 into consideration, the treatment of any other proceedings that might be ongoing, including the possibility of coordinating procedural steps to avoid prejudice or duplication;
 - n. any relevant prescription or limitation periods and any tolling thereof;
 - o. any relevant data protection or data security issues; and
 - p. other relevant matters.
3. The Mediator should encourage the Parties to actively participate in the Mediation process, and by agreeing to Mediate, each Party agrees to mediate in good faith and to cooperate with the Mediator and with the other Party(ies) to advance the Mediation as expeditiously as possible.
4. The Mediator may conduct the Mediation in such a manner as he or she considers appropriate, considering the circumstances of the case, the wishes of the Parties and the need for an expeditious resolution of the Difference. This may include, but is not limited to:
 - a. suggesting that a Party provide such additional information or materials as the Mediator deems useful;
 - b. meeting and communicating separately with a Party on the understanding that any information given at such meetings shall be kept confidential from the other Party and others unless the Party disclosing the information expressly agrees that the information may be shared;
 - c. at the request of a Party, accepting written information or materials for the Mediator's eyes only -- the Mediator shall keep the documents private and confidential unless the Party who provided them expressly authorizes their disclosure in writing; or
 - d. At the request of the Parties or on the Mediator's own initiative, propose terms of settlement for the Parties' consideration but shall not impose any settlement.
5. Unless the Parties expressly agree otherwise, it shall be permissible for the Mediation to proceed in parallel to another dispute resolution procedure addressing the same Difference in whole or in part (limited to the confidentiality provisions of Article 7). Where arbitration or litigation is pending at the time a settlement is reached, the Parties may request the arbitral tribunal or court (as the case may be) to record any settlement as a consent award/order, if permissible under the applicable procedure and subject to the discretion of the arbitral tribunal or the court.
6. Nothing in these Rules prevents any Party from seeking interim or conservatory measures from a court or arbitral tribunal, as otherwise permissible and subject to the discretion of the court or the arbitral tribunal.

Article 7 - Confidentiality

1. Unless otherwise agreed by the Parties and the Mediator in writing, the Mediation, including its existence, shall be confidential. Everyone involved in the Mediation shall respect the confidentiality of the Mediation and shall not, unless otherwise agreed by the Parties, use or disclose to any outside Party the existence of the Mediation or any information concerning, or obtained in the course of, the Mediation, whether oral or in writing including for the sake of clarity any settlement agreement by the Parties.
2. Unless otherwise agreed by the Parties and the Mediator in writing, the Mediation is without prejudice and no-one may disclose or introduce as evidence in any manner whatsoever, including in any judicial or arbitration proceedings, the following:
 - a. the fact that a Mediation occurred;
 - b. any views expressed or suggestions made by a Party with respect to a possible settlement of the Difference;
 - c. any documents created specifically for the Mediation;
 - d. any admissions made by a Party during the Mediation;
 - e. any proposals made or views expressed by the Mediator;
 - f. the fact that a Party had or had not indicated willingness to accept any proposal for settlement made by the Mediator or by the other Party;
 - g. any settlement agreement reached between the Parties, except to the extent necessary in connection with an action for enforcement of such agreement or as otherwise required by law; or
 - h. any other information of any nature whether oral or written, obtained through or as the result of the Mediation.
3. Any third-party participant (including experts or interpreters) shall be bound by the same confidentiality obligations as the Parties, and the Party or the Mediator engaging the third-party participant shall ensure that they enter into such obligations.
4. Unless otherwise agreed in writing by everyone present during the Mediation, recordings of any kind (including through digital, artificial intelligence, or automated transcription technologies) are strictly prohibited at any meetings of the Parties with the Mediator whether in person, virtually or by telephone.

Article 8 - Termination of the Mediation

1. The Mediation may be terminated:
 - a. by written notice by the Centre to the Parties that the deposits for the payment of the Mediation Costs have not been made in a timely manner;
 - b. by written notice from a Party to the Centre, the other Parties, and the Mediator that it is withdrawing from the Mediation at any time after the preliminary meeting with the Mediator;
 - c. by written notice from all Parties to the Centre and the Mediator that they have agreed to withdraw from the Mediation;
 - d. by written notice by the Mediator to the Centre and Parties that, in the Mediator's opinion,

- further efforts at Mediation are unlikely to lead to a resolution of the Difference; or
- e. by notice to the Centre and the Mediator that the Parties have entered into a settlement agreement covering any or all of the Difference between the Parties.
2. At the request of any Party, in case the Mediation is terminated pursuant to paragraphs 1 (b) through (d) of this Article, the Centre shall issue a certificate that the Mediation was commenced but failed and the Mediation proceedings were terminated, without any further comments or reference to the merits.
 3. At the request of a Party, each person involved in the Mediation shall, on the termination of the Mediation, either return or destroy all materials relating to the Mediation, including any notes they may have taken. As an exception, the Mediator and the Centre may retain one copy for their records provided that the retention complies with any applicable data protection laws.
 4. Termination of a Mediation shall not preclude the re-commencement of a mediation under these Rules.
 5. Any data published by the Centre shall be anonymised to preserve party confidentiality such that it does not reveal the identity of the Parties or enable the particular circumstances of the Difference to be identified. The Centre may use such anonymised data for educational and institutional development purposes and may include it in any aggregate statistical data that it publishes concerning its activities.

Article 9 – Exclusion of Liability and Waiver of Defamation

1. To the extent permissible by mandatory provisions of law, any Mediator, any Party, any person connected to the Mediation, or any person appointed by the Mediator(s), including for example any expert, the Centre, members of the Court, and any directors, officers and employees of the Centre, shall not be liable to any person for any negligence, error, act, or omission or any other claim of any nature in connection with any Mediation conducted under the Rules, and by agreeing to Mediate the Parties agree to waive any liability claim whatsoever that they otherwise may have had.
2. The Centre, including the President, Vice Presidents and other members of the Court, directors, officers, independent contractors and employees; or any Mediator, and any person appointed by the Mediator(s) or a Party, including for example any expert, shall not be under any obligation to make any statement or testimony in connection with any Mediation conducted under the Rules. The Parties agree that they will not seek to compel any of the persons described in this Article as a witness in any legal or arbitral proceedings in connection with any Mediation conducted under the Rules.
3. The Parties and, by accepting appointment, the Mediator, agree that any statements or comments, whether written or oral, made or used by them or their representatives in preparation for or in the course of the Mediation shall not be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this Article may be pleaded as a bar to any such action where allowed by applicable law.

Article 10 – Mediation Costs

1. The Mediation Costs shall include the non-refundable Filing Fee, the Administrative Fee of the Centre, the Mediator Fees, and any expenses of the Mediation.
2. Unless otherwise agreed, the Mediation Costs shall be shared equally, and each Party shall bear its own legal and other internal costs of the Mediation.
3. The Request for Mediation shall be subject to the payment to the Centre of the Filing Fee, which is non-refundable. The amount of the Filing Fee shall be fixed in accordance with the schedule of fees applicable on the date of the Request for Mediation. No action shall be taken by the Centre on a Request for Mediation until the Filing Fee is paid.
4. When the Mediator is appointed, each Party shall be required to make an initial deposit of its share of the estimated Mediation Costs, as an advance for the Mediation Costs. The amount of the initial deposit shall be determined by the Centre.
5. At the discretion of the Mediator, at the Preliminary Meeting, the Parties and the Mediator may discuss and agree the amount of the Mediator Fee or the method for the calculation of, and the modalities and timing of the payment of, the Mediator Fee, taking into account the type and complexity of the Difference, the amount in dispute, the Mediator's experience, and any other relevant considerations. For example, the Mediator Fee may be fixed or may be calculated by the hour or the day.
6. If the Mediator Fee is not agreed as a result of the Preliminary Meeting, after consulting with the Parties and the Mediator, the Centre shall establish the method to determine the Mediator Fee. This will generally be done based on an hourly rate for the Mediator's time, taking into account the type and complexity of the Difference, the amount in dispute, the Mediator's experience, and any other relevant considerations, but other methods of calculating the Mediator Fee may be applied at the Centre's discretion.
7. The Centre shall also decide the Administrative Fee to be charged by the Centre based on a percentage of the Mediator Fee as set out in Article 10 and Annex 1 – Schedule of Fees.
8. The Parties shall also bear the expenses of the Mediation, including but not limited to the Mediator's travel expenses and other costs, the costs of any meetings (including any transcription and other related costs), and the costs and expenses of any expert appointed by the Mediator.
9. After the Mediator Fee and the Administrative Fee have been set, the Centre may require the Parties to make supplementary deposits. During the course of the Mediation, the Centre may request additional deposits.
10. As set out in Article 8.1.a, a failure to make timely payment of the necessary deposits shall result in termination of the Mediation. If a Party fails to pay its share of deposits within the time limit, if the Centre decides it would be appropriate, the Centre may invite the other Party(ies) to pay in substitution for the non-paying Party to allow the Mediation to continue.
11. After the termination of the Mediation, the Centre shall render an accounting to the Parties of any deposits made in comparison to the actual Mediation Costs and return any unexpended balance to the Parties or require the payment of any amount owing from the Parties.

Annex 1 - Schedule of Fees and Costs

Mediation Costs*

Type of Payment	Method of Calculation
Filing Fee (non-refundable)	AED 5,000
Administrative Fee	10% of the Mediator Fee.
Mediator Fee	To be established as set out in Article 10 of these Rules.
Mediation expenses	To be reimbursed in line with any agreement reached with the Parties or as established by the Centre.

1. The Mediator shall be required to maintain an accurate record of the work done in accordance with the fee structure agreed with the Parties or established by the Centre in accordance with Article 10 of these Rules. Following the termination of the Mediation, a copy of such records shall be provided to the Parties and the Centre, together with the Mediator's invoice.
2. After consulting with the Parties and the Mediator, the Centre shall apply the fee structure agreed by the Parties and the Mediator or as set by the Centre to determine the final amount to be paid to the Mediator and any required adjustments to the Mediator's invoice shall be made.
3. The Mediator shall be required to maintain an accurate record of all expenses incurred, which shall be reimbursed in line with any agreement reached with the Parties or as established by the Centre.
4. All Mediation Costs are stated exclusive of VAT and banking costs, which, where applicable, shall be borne by the Parties as part of the Mediation Costs.

* Any changes to the Schedule of Fees and Costs and payment information details shall be published on the Centre's website.

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