



**SIMI News Issue #4 (April 2024)**

# Enhancing the Code of Professional Conduct for SIMI-Accredited Mediators

As part of ongoing efforts to review the mediation standards it seeks to promote, an updated [SIMI Code of Professional Conduct](#) (“SIMI CoC”) for SIMI Mediators was published in November 2023.

This marks the first time the SIMI CoC has been reviewed and updated since it was first published in January 2017. Version 2.0 was the result of a year-long exercise which involved a survey opened to all accredited mediators on the SIMI register, as well as two mediation organisations which represent mediators - the Society of Mediation Professionals (Singapore) and the International Institute of Mediators (Singapore) Ltd.

Clauses in the SIMI CoC have been re-arranged to track the three broad stages of mediation (pre, during and post). Each stage has clauses which cover the most relevant mediation principles and accompanying principle of conduct. More headings and sub-headings have been added to make clearer to readers which area of professional conduct would be most applicable at a particular stage of a mediation process. E.g. “voluntariness of settlement” is now under the heading “Settlement and post-mediation”.

## **Why review the SIMI CoC?**

As a professional body striving to develop standards in mediation, the SIMI CoC is a document which sets benchmarks for professional behaviour.

While SIMI accredited mediators are bound to follow the SIMI CoC only if they do not follow any others in the course of a mediation, SIMI aims for the SIMI CoC to be the cornerstone of professional conduct, so that it inspires trust in users of mediators/mediation services.

It was timely for the SIMI CoC to be reviewed to ensure that it remained relevant and kept up with the times.

### **Key concepts that were reviewed and updated or repositioned in the SIMI CoC**

**Impartiality versus Neutrality** : The concept of neutrality was dropped, and only “impartiality” is now used consistently throughout. This takes into account feedback (based on recent research) that it is impossible for a mediator to be absolutely neutral (eg it is impossible to exclude personal opinions). In addition, by definition, there is an overlap of ideas in the two terms. A scan of codes from other Commonwealth jurisdictions such as Canada (ADR Canada) and Australia (NMAS), as well as China (Beijing Arbitration Commission) and Europe (European Code of Conduct for Mediators), and the International Mediation Institute (IMI) also showed that the concept of neutrality is hardly used alongside that of impartiality.

**Safety**: The original clause has been sharpened to make clear that the mediator is to use discretion to proceed with, or stop a mediation, taking into account the original list of factors (to ensure safety), which is non-exhaustive.

**Credentialing**: The original CoC prescribed that SIMI Mediators must have satisfied the requirements under the SIMI Credentialing Scheme in the market. We agreed with feedback that it was sufficient to simply state that a SIMI Mediator must represent his credentialing level accurately; the clauses have been amended accordingly.

**Fees**: There was feedback to consider allowing conditional fee arrangements. SIMI has decided that fees based on the outcome of a mediation should be disallowed, to avoid a moral hazard where a mediator may force an agreement in a certain manner. Apart from this, the clause was sufficiently flexible to allow for various fee arrangements. This has been made clear in the SIMI CoC. It has also been clarified that fees to be returned to parties if a mediator withdraws can be subject to an agreement.

### **Concepts that were reviewed and retained**

**Confidentiality**: While the latest provision is inconsistent with the confidentiality obligation in Singapore’s Mediation Act (MA), it was decided not to align it with a country-specific legislation. It has been clearly noted (in a comparison table published with the SIMI CoC) that the MA will apply where the mediation is held in Singapore, or where parties agree that Singapore law applies to the mediation. If there is any conflict between national legislation/rules and the CoC, the former will prevail.

**Conflicts of interest**: There was feedback suggesting that a potential conflict could be allowed, as long as parties consented. This has been decided against for now, and that the obligation to avoid conflicts should be absolute. This could be reviewed in future if there was sufficient information showing that parties’ consent will not create unjust outcomes (real or perceived).

As the SIMI CoC is a living document, any further suggestions are welcome. Please write to admin@simi.org.sg, and your views will be taken into consideration in subsequent reviews.

As a cornerstone of professional conduct for SIMI accredited mediators, it is hoped that the SIMI CoC will serve as a reference point for all mediators and mediation bodies, as well as mediation users, signalling the professional aspects of this dispute resolution process.

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## Mediation of maritime disputes: Preserving business relationships and continuity for shipping businesses

*This article, written by Alvin Sim, Executive Director of SIMI and Martin Marini, SIMI Level 1 Mediator, was first published in the Monetary Port of Authority's newsletter, Horizon, in November 2023.*

Rising from the ashes of the COVID-19 pandemic, industries must chart the way forward effectively amidst novel post-pandemic challenges. This includes the area of dispute resolution, where the challenge is to resolve disputes fairly, efficiently and expeditiously to ensure that business continuity is preserved.

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***As the industry continues to face choppy seas, the need for dispute resolution services will continue unabated.***

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The maritime industry is no exception. Although losses of ships have been on a healthy decline over the past decade, the post-COVID economic and geo-political climate have brought about new risks. These include on-going sanctions on Russian oil, which may impact the availability of bunkers as well as drive the use of sub-standard alternative fuels leading to impact on ship machinery. Fires are a significant and growing risk, not least through EV cargos. A shortfall of experienced seamen is leading to 75% of shipping incidents being caused by human error, while shipping bottlenecks are leading to risks in loading and unloading vessels[1].

As the industry continues to face choppy seas, the need for dispute resolution services will continue unabated. Such services and corresponding platforms will need to be efficient and business friendly to preserve business relationships and thus enable industry partners to continue working together to fulfil customers' needs for cross-border trade.

In this opinion piece, Alvin Sim and Martin Marini discuss how and why the maritime industry needs to consider mediation as a method to resolve disputes to facilitate the preservation of business interests and continuity. The writers draw their thoughts from issues raised at the Singapore Convention Week 2022 event, “Mediation of Shipping and International Trade Disputes – Singapore’s Role in Maritime Dispute Resolution”[ii], where a panel of speakers had discussed the mindsets and practices that need to change to enable greater and more effective adoption of mediation.

### **Current commercial practices and approaches in dispute resolution in the maritime sector**

The maritime industry has, since time immemorial, leaned in favour of litigation and arbitration for dispute resolution.

- Shorter time bars (some as short as two years) under various maritime conventions and legislation prompt parties to commence suits in Court quickly. Under section 8 of Singapore’s Maritime Conventions Act, the prescribed statutory time bar to commence a suit is within two years[iii]. This naturally drives disputants into a compliance mode that is Court-oriented – file your claim quickly lest you lose out, then decide how to manage it thereafter.
- Many claims are managed on the disputants’ behalf by insurers and Protection & Indemnity (P&I) clubs which, quite naturally, seek to avoid liability if at all possible. Mutuals and P&I clubs therefore more naturally seek to determine who’s liable and who is not when presented with a claim.
- P&I clubs and their counsel have long institutional practices of dealing with arbitration clauses in the various standard form agreements and charterparties in shipping and international trade.
- Established industry bodies, such as BIMCO, already have strong institutional traditions or resources geared towards arbitration. Even fairly newer bodies such as the Singapore Chamber of Maritime Arbitration (SCMA) for example, seek to entrench arbitration as the norm for dispute resolution.

### **The case for mediation**

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***Mediation on the other hand, may be a more business-friendly approach as parties’ interests are prioritised over legal positions and rights.***

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As seen in other industry sectors such as banking and finance, international trade and construction and procurement projects, anecdotal evidence already abounds that ironically, party autonomy based arbitrations, as favoured by maritime industry players, may have become costlier and take far longer than litigation. For instance, arbitration fees for multi-million dollar claims would include administrative fees to the arbitration centre, tribunal fees, legal fees and necessary disbursements, and attendance fees for expert witnesses, which could add up to a five or six figure sum.

In maritime disputes, control of how a dispute is managed is mainly ceded to insurers. Parties should be aware that their interests, e.g. to continue focussing on the on-going business and business relationships, may become secondary in the light of determining liability, be it in chartering, bunkering, ship repairs, ship sale, etc.

Meditation on the other hand, may be a more business-friendly approach as parties' interests are prioritised over legal positions and rights. A overview of what mediation is may be found [here](#), while the challenges and practical benefits of mediation in maritime disputes are discussed below.

### **Reframing the commercial practice – needs and challenges**

To encourage wider adoption of mediation in maritime disputes, several challenges need to be addressed:

- **Insurers need to reassess whether taking a liability-based approach makes business sense in the long run.**

The writers believe that in the maritime insurance industry, a dispute need not be seen as a zero-sum game where one insurer takes all the liability and losses while the other insurer gets away with no liability and “wins”. A case in point is collisions at sea, where the industry is already familiar with apportionment of liability and damages.

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***It may be more cost-effective and make more business sense for both insurers and insured parties to attempt mediation with a properly accredited mediator from the industry who can help them to identify the interests to be addressed behind key issues.***

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All sides should consider the substantial time it takes for parties to undertake discovery at national courts or in an arbitration setting, fees payable for an arbitral tribunal, fees for counsel and expert witnesses, and the costs of enforcing a judgement or an arbitral award (particularly in cross-border cases).

It may be more cost-effective and make more business sense for both insurers and insured parties to attempt mediation with a properly accredited mediator (e.g. one who is on the register of the Singapore International Mediation Institute<sup>[iv]</sup>) from the industry who can help them to identify the interests to be addressed behind key issues. This would ultimately help businesses to wrap up claims more expeditiously while focusing on business continuity, the business at hand and the on-going business relationship. Apart from savings in time and costs, a less apparent but no less valuable benefit from the more expeditious mediation process are the savings in terms of management attention span and stress levels.

The proposal would be for certain types of industry standard form agreements that are of lower risk (by contract quantum or other factors) to revise their dispute resolution clauses to include mediation, or Arb-Med-Arb mechanisms<sup>[v]</sup>. These clauses can be

piloted, and insurers can work with industry associations to monitor the cost and benefits of mediation over time, as compared to the traditional arbitration route for disputes settlement.

- **Senior management could review their approach to dispute resolution.**

Senior management needs to understand that mediation is not a soft option, but a positive process to resolve disputes where their commercial interests will be considered and prioritised. In many instances, this is a superior option compared to a more adversarial process such as litigation or arbitration. For example, a dispute that is mediated over crew claims, crew injuries or lost cargo can be undertaken with great efficiency once the mediator is able to help identify parties' interests, be it crew welfare, getting a fair co-payment for medical bills, or compensation for late delivery under a charterparty respectively.

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***Further, there is the potential of cross-border enforcement of a mediated settlement agreement once more major economies ratify the Singapore Convention on Mediation.***

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They could also consider convincing their shareholders that there are both financial and intangible benefits of pursuing mediation as a first recourse (for example, the ability to settle a dispute quickly under the cover of confidentiality without risk of any media coverage, while preserving the on-going business). Further, there is the potential of cross-border enforcement of a mediated settlement agreement once more major economies ratify the Singapore Convention on Mediation[vi].

Businesses ultimately need to consider that mediation provides more certainty in that parties are involved in creating solutions and finding the right settlement that enables a fair outcome for disputants. This is contrasted with the risks of leaving a decision to the Courts or arbitrators, where parties have no control over the outcomes.

- **Industry associations to play a role.**

Industry bodies can work with different businesses and mediation bodies (e.g. the Singapore Chamber of Maritime Arbitration [SCMA], the Singapore Mediation Centre and the Singapore International Mediation Centre) to identify the types of cases ripe for mediation. These could include cargo claims and claims which are of relatively lower value, eg under \$1 million, where it is relatively less cost effective to undergo full arbitration, as well as personal injury cases where there is a human element involved. These types of cases could be trialed and users polled for their experience.

Industry associations can also work with mediation bodies and standards setting bodies (e.g. the Singapore International Mediation Institute) to develop a corps of certified specialist mediators with in-depth technical and industry knowledge. They can also work together to educate the industry on the professionalism of such mediators. For example, the technical knowledge a specialist mediator has about the maritime sector

will give confidence to potential users that issues can be quickly identified and narrowed down. Such a mediator's skills in managing different work cultures and different power imbalances (viz insurers, charterers, financiers, crew, etc), coupled with a commitment to impartiality and facilitating novel solutions, will assure potential users that neither side will be taken advantage of.

Finally, associations can also work together to promote mediation clauses and hybrid mechanisms (i.e. Arb-Med-Arb) which the SCMA has done. The writers also agree with suggestions that procedural rules in arbitration bodies allow arbitration panels to direct cases to mediation. Collaboration with mediation bodies or even national justice authorities will be necessary for this.

## **Conclusion**

The only certainty in today's world is that geo-politics, the global and the maritime economy, the way we do business, even our climate, are all relentlessly and rapidly changing in uncertain trajectories.

In the near future, unmanned ships may navigate autonomously, and international trade and its financing go completely digital and paperless. Some present marine trades, such as marine heavy fuel oils, ship to ship transfers of hydrocarbon-based bunkers, paper bills of lading and good old fashioned cheques, may disappear like the coal burning steamships of old. An increasing morass of global, regional and unilateral economic and trade sanctions (and counter-sanctions) is already complicating many international businesses, including those in the maritime industry. Businesses would want to allocate resources to adapting to these new business landscapes, rather than be bogged down with resource-sapping legal disputes.

Thus, in such an economic climate, the need to resolve disputes quickly and amicably is more important than ever to ensure business continuity. Businesses like those in the maritime industry which have traditionally relied on potentially long drawn and costly processes need to consider new ways of helping businesses move forward in business disputes without denting their business efficacy and reputation while achieving fair and efficient outcomes. Mediation plays a key role in this, which maritime and shipping players, and their supporting industry bodies and institutions, must explore and consider as part of their business strategy.

## **About the authors**

Alvin Sim is the Executive Director of the Singapore International Mediation Institute (SIMI), the premier independent professional standards body for mediation in Singapore and the region. SIMI accredits mediators, mediation service providers and mediation training providers. For the register of SIMI-accredited mediators, please click [here](#).

Martin Marini is a SIMI-accredited mediator. He was the General Counsel of the Maritime & Port Authority of Singapore (MPA) from 2005 – 2020. Prior to that, he was in private legal

practice for 10 years. Martin is currently a maritime legal and regulatory consultant and adjunct fellow at the MPA Academy.

Endnotes:

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[i] See Allianz Global Corporate & Speciality, “Allianz : Shipping losses fall, but Ukraine war, costly issues with large vessels, the shipping boom, and sustainability concerns muddy the waters”, Press release 10 May 2022 at <https://www.agcs.allianz.com/news-and-insights/news/safety-shipping-review-2022.html>. Accessed 12 April 2023.

[ii] A video recording of the event, hosted by the Singapore Chamber of Maritime Arbitration, can be found <https://www.youtube.com/watch?v=JHdXgGSOB9U> (accessed 12 April 2023).

[iii] See [Maritime Conventions Act 1911 – Singapore Statutes Online at](https://sso.agc.gov.sg/Act/MCA1911#pr8-) <https://sso.agc.gov.sg/Act/MCA1911#pr8->

[iv] A SIMI-accredited mediator is one who has been assessed and/or certified by a SIMI-accredited mediation training provider. As part of their accreditation, such mediators must commit to achieve and maintain high professional standards in mediation practice by adhering to SIMI’s Code of Conduct in their mediation practice, or a code of conduct upheld by a mediation service provider administering the relevant mediation.

[v] Such agreements could include contracts for carriage or affreightment, for supplies of bunkers or lubricants, ship management and technical services, bills of lading etc – where the parties may have prior and long standing business relationships that may benefit from being preserved through a less –adversarial mediation process.

[vi] To-date the Convention has entered into force in 14 countries, since it became open for signature on 7 August 2019 and entered into force on 12 September 2020. See [https://uncitral.un.org/en/texts/mediation/conventions/international\\_settlement\\_agreements/status](https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements/status), accessed 8 April 2024.

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# Co-Mediation: Harnessing the Best of Two Worlds

Factors for an enhanced mediation.

Claude Amar, SIMI Certified Mediator, and Garance Goujard, are co-founders of a French mediation chamber, Mediation & Resolution. In this article, reproduced with their permission, they share their perspectives on how co-mediation can contribute to an enhanced mediation session. This article was first published in French in *Open Lefevre Dalloz* on 16 May 2023 under the title (translated) "Co-Mediation: An Augmented Mediation" and published on SIMI's LinkedIn in March 2024.

What are the factors in co-mediation that will contribute to a good outcome for the mediation session, and why?

**Firstly, there must be harmony**, both between the mediators, and between the mediators and the parties to the mediation and their counsel.

Apart from knowing each other well, co-mediators must know each other well enough to understand each other easily (*Inside Out, Towards the Other. How conflict professionals can use introspection to help their clients*, by Gary Friedman, published in 2017 by *Medias & Mediations*). They need to be able to pay attention to each other, without detracting from their attention to the parties in a mediation. This complicity is a key element of the co-mediator relationship.

The personalities and mediation styles of co-mediators should be compatible and ideally complementary. This will offer the mediation process a much wider range of emotional receptiveness and analysis of exchanges, including non-verbal ones, than a single individual can provide. Having two mediators allows for greater opportunities to rephrase and re-frame the issues and in some instances, may also allow for helpful interplay between the two mediators to uncover the real interests between the parties. Two heads are always better than one, and two mediators will be better placed to receive and analyse a broad spectrum of data and potentially develop a larger number of ideas, which are the building blocks of solutions!

An illustration of this point can be found in construction disputes, where it is common to have representatives, as well as their legal counsel, from the project owner, the project manager, the architect, the managing agent, the co-owners, the tradesmen, the design offices, the inspection offices, the insurers etc involved in the mediation. In such a multi-party mediation, when one mediator is attending to one of the parties, the other mediator can more freely observe the reactions of the other parties, ask for clarifications and assist them, if necessary, to formulate a point. This benefit of having co-mediators is also valuable even if there are few opposing parties as one mediator is able to take notes and watch the proceedings objectively while the other mediator is addressing the issues.

This collaborative model between co-mediators, working together and alongside the parties and their counsel in the search for solutions, can help to foster cooperation between the parties and widen the scope of solutions.

**Secondly, we recommend a diverse team.** In a team with a man and a woman, each party can have a choice of communicating with the gender they are more comfortable with, whether it is a mediator they have the most affinity with or for whom they have the most respect.

It may also be advisable to select co-mediators based on geographical or ethnic origins, or religious affiliations, depending on the parties involved. In the case of mediation between individuals or legal entities from two different countries, a co-mediator from each country could avoid or reduce any misunderstanding linked to language and/or culture.

The creation of such teams with co-mediators has recently been facilitated by a [cross-recognition scheme](#) by member associations of the Alliance of Organisations for Mediation Standards (AMS). This scheme enables a mediator certified by one member organization at a certain level to apply for recognition of their qualification by other member organisations across France, Singapore, Malaysia, Hong Kong SAR and Portugal. More jurisdictions will be covered as more global mediation organisations join the Alliance.

**Finally, the need for domain knowledge and technical skills** may require the involvement of a co-mediator. When dealing with highly technical disputes, it is preferable to have 2 mediators who, without necessarily being experts in the field, have a grasp of the technical considerations so that no avenue of resolution goes unexplored. For similar reasons, it may also be useful to form a technical and legal duo. From our years of practice, we have come to recognize that having knowledge of the specific issues involved in the dispute will help to establish a climate of trust and encourage open conversation during the plenary sessions.

Other benefits of co-mediation include the sharing of tasks, real synergy through having additional resources and energy (two brains instead of one and, above all, four ears instead of two!), and more effective and intensive preparation thanks to the skills brought together by two mediators.

During meetings, the presence of two mediators helps to create more links with and between the parties and their counsel, thanks to informal exchanges that often enable them to connect with each other through a common point or a shared area of interest (age, gender, hobbies, expertise, etc.). Each mediator can take a caucus with the appropriate individual disputants and their counsel, resulting in richer, more dynamic exchanges.

During a mediation of a dispute concerning a multi-year building site, we had planned for a one-day meeting, which included lunch together. During the lunch, one of us sat at the table with the operational staff, while the other sat with the managers of the three companies involved in the dispute. When we did a debrief, we discovered different versions of the same story! There was the story that each staff member felt obliged to tell in front of his manager, and the story that each told more freely (to us) during the meal. The

information we had gathered enabled us to ask them clarification questions at the appropriate moments during the afternoon session. We had saved time, and after feedback from a technical working group, it required only one more plenary meeting to reach an agreement.

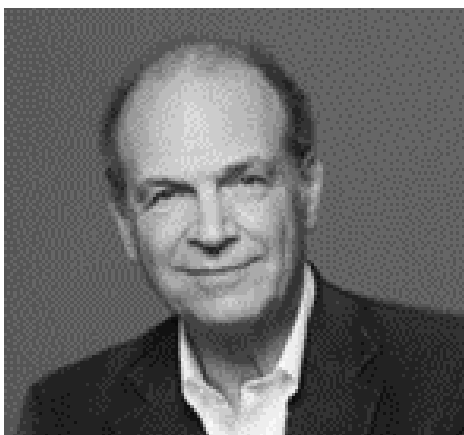
One concern that parties may have is the cost of co-mediation. While it may not cost twice as much, nor cost the same as having only one mediator, the advantages of co-mediation as we have highlighted in our article allow us to say that co-mediation resolves disputes more quickly, covers a greater part of the dispute and its cohort of unspoken issues, and provides an enhanced service, for a solution that is even more complete.

*Editor's note: As a member of the Alliance of Organisations for Mediation Standards, SIMI-accredited mediators (Level 2 and above) can apply for cross-recognition by AMS member organisations in France, Hong Kong SAR, Malaysia and Portugal. This will allow them to be accredited at an equivalent tier of accreditation with other member organisations and create avenues to co-mediate disputes with mediators from different Alliance members. For more information about this cross-recognition scheme, please click [here](#).*

### **About the authors**



Garance G. is an environmental engineer and a lawyer specialising in property, construction and town planning. A court-appointed expert and mediator before more than fifteen French Courts of Appeal, she held various positions in a major construction group in south-east France for ten years, before setting up her own independent consultancy, expertise and mediation business in 2010. Trained in mediation at the University of Avignon and then Harvard Law School, she is a full-time mediator with Mediation & Resolution, which she founded with Claude Amar.



Claude Amar is an architect and hotel developer. He studied mediation at the Center for Mediation in Law in San Francisco and attended the Program on Negotiation at Harvard Law School. He is accredited by numerous international mediation institutions and is regularly appointed by the French courts. More than 20 years of professional experience as a mediator has enabled him to be highly creative when seeking solutions 'outside the box', and has contributed to his recognition as a Global Elite & Thought Leader for mediation in France by Who's Who Legal since 2020.

# Gaining training, skills and experience on the road

*In the second instalment on SIMI-accredited mediators, this architect shares his perspectives on what helped him to become the dispute resolution professional he is today.*

You could say that being a mediator is in Johnny Tan's blood. Even as a young boy, Johnny would find himself in the role of a peacemaker between his siblings, whether it was settling disagreements between his only sister and two brothers, or between the oldest and the youngest.

Mediating between different parties continued into his working life as an architect when he found himself having to juggle the competing desires of family members, or between the expectations of his clients, contractors and sub-contractors, to arrive at a win-win solution for all.

Despite having this natural inclination, Johnny is a firm believer in obtaining formal training to obtain professional mediation skills. "Formal training arms a mediator with soft skill tools that the mediator can employ to facilitate negotiated settlements where the parties feel that they got what is in their best interest with minimal compromise. That is what all mediators aim for where the parties leave the mediation feeling that they have both won," said Johnny.



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***"My advice to new mediators is that after you have completed your training, start to offer your services to voluntary mediation organisations such as the Consumers Association of Singapore (CASE), grassroots organisations which deal with community and neighbour disputes, your own professional institutes/organisations etc." - Johnny, a 32-year veteran in mediation***

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As an Independent Arbitrator and Accredited Mediator/Adjudicator, these skills have served him well in the last 32 years, especially in complex multi-party cases with diverging interests and desired outcomes that are characteristic of management corporation strata title disputes. In one case, Johnny recounts that he had to mediate between nine different parties comprising the management council, developer, main contractor, sub-contractors and suppliers, as well as their teams of lawyers. It was thus a pleasant surprise that he was able to get a settlement by the evening, and even more satisfying that the settlement agreement, although it took several more hours to be drafted, was finalised and signed off by all parties by 4 am the next morning.

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***“At the start of the session, the two bosses could not bear to look at each other. When they spoke to each other, very unkind and hurtful words were exchanged. At the end of the session, which concluded just after 7pm, they not only shook hands but decided to celebrate the successful conclusion to the mediation with a dinner and invited me to join them. That is the kind of satisfaction that keeps me in the business.” – Johnny, on why he has stayed on in the business of mediation.***

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Johnny also believes in the importance of accreditation as it ensures that standards are maintained. “Accreditation of mediators helps the industry to ensure that mediators possess the skills to mediate effectively. Beyond skills, parties also expect that mediators conduct themselves within a prescribed code of conduct and ethics. SIMI’s recently updated code of conduct sets the standards for mediators to ensure the professionalism of the industry.”

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***“Accreditation ensures that standards are maintained. Parties to a mediation are entitled to and deserve an acceptable industry standard from mediators handling their disputes.”***

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As a seasoned mediator who has stayed the course, Johnny’s advice to new mediators is to persevere in developing their craft and professionalism. Noting that everyone starts as a young inexperienced mediator, he strongly encourages them to continuously learn and upgrade their skills in mediation techniques, as well as in soft skills like human psychology and effective communication. He also believes that finding a mentor will enable them to observe the skills and techniques an experienced mediator uses to overcome road-blocks in a mediation.

He recounts a case where every option offered was rejected by an elderly client who was very upset with his contractor. Eventually, he realised that the issue was not about the defects or monetary compensation but respect. In a private caucus, the elderly gentleman said all he wanted was an apology by the contractor for treating him as if he did not know anything about construction. The dispute was finally settled with merely a verbal apology and a handshake!

To build up a mediation practice, Johnny’s advice to new mediators is to begin to offer their services to voluntary mediation organisations such as Consumers Association of Singapore (CASE), grassroots organisations which deal with community and neighbour disputes, or their own professional institutes/organisations, etc. These would provide them with opportunities to deal with smaller and less complex disputes and put into practice what they have learnt in their training courses.

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# Sharing The Singapore Mediation Story

## Visit by Justice Bureau of Shenzhen Municipality



Shenzhen Municipality Justice Bureau delegation with MinLaw, SIMC and SIMI representatives.

Together with the Singapore International Mediation Centre and the Ministry of Law, SIMI co-hosted a visit by officials from the Justice Bureau of Shenzhen Municipality on 21 November 2023 at Maxwell Chambers. The officials were on a study tour to learn about mediation ecosystems.

In his presentation, Alvin Sim, SIMI Executive Director, touched on SIMI’s accreditation system and standards work, as well as the reasons for Singapore setting up an independent accreditation system.

The presentations were followed by a robust dialogue session where the Shenzhen delegation’s questions and sharing revealed a genuine interest to promote mediation and mediation systems in the municipality, where about 200,000 disputes were recorded annually. It was envisioned that some of this caseload could be alleviated through mediation, rather than the court system.

The meeting ended on a positive note with the Shenzhen officials expressing interest to have future discussions and collaboration with SIMI.

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# Collaborating Across Borders

SIMI and Sri Lankan-based UDecide Mediation jointly organised a webinar on developing the professionalism of mediators.



From top left (clockwise): Saranee Gunathilaka, CEO of UDecide Mediation; Moi Sok Ling; A.J. Jawad and Alvin Sim.

On 29 January 2024, SIMI convened a webinar with Sri Lankan-based UDecide Mediation, entitled "Mediation, Mediators and International Standards". The event, initiated by UDecide Mediation, was organised against the backdrop of a growing interest in mediation in Sri Lanka and the country's recent ratification of the Singapore Convention on Mediation. It aimed to provide information on how training and accreditation, including SIMI accreditation, contributes to the professionalism of a mediator.

The event was in line with SIMI's mission to promote awareness of its work and the importance of professionalism in mediation by sharing and exchanging information with other mediation bodies across borders.

SIMI fielded two of its Level 3 mediators who shared their insights and experience. Moi Sok Ling, Managing Director of MOI Law Corporation, delivered a presentation on the fundamentals of mediation, its appropriate use, the role of a mediator and how to bring a dispute to mediation, as well as her own experience as a mediator. A.J. Jawad, an Advocate, Arbitrator, and Trainer based in India, addressed the audience on the routes to certification, legal frameworks governing mediators and the mediation sector in various

jurisdictions, the significance of formal mediation training, and considerations for selecting an appropriate mediator training programme. Alvin Sim, Executive Director of SIMI, touched on SIMI's functions and accreditation system, as well as the reasons for Singapore setting up an independent accreditation system.

The webinar drew participation from a global audience of 60 individuals from Sri Lanka, Singapore, and other countries representing various professions/sectors, with many responding positively. The webinar was also live-streamed through UDecide's YouTube channel.

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## Showcasing Singapore's Suite of ADR Platforms to Delegates from the International Bar Association

A joint outreach effort at Maxwell Chambers Open House with Singapore's ADR Institutions.

SIMI joined other Singapore institutions to showcase the suite of dispute resolution platforms the city state has to offer at the Maxwell Chambers Open House event on 22 February 2024. The event, organised by the Ministry of Law and Maxwell Chambers, was held in conjunction with the International Bar Association's Symposium, which saw members of the global legal community coming to Singapore for various arbitration-related conferences.

SIMI had the opportunity to briefly introduce its work in setting and safeguarding standards in mediation through its accreditation schemes for mediators, training and service providers, to IBA delegates from Australia, Austria, China, Mexico, Philippines and Sri Lanka. The guests were presented with an e-copy of the latest volume of Contemporary Issues in Mediation (CIIM), SIMI's thought leadership publication of essays by local and international law students, which was published in October 2023.

This event provided SIMI with the opportunity to create awareness of SIMI's work among the international community, with the view to establishing greater networks among the global mediation ecosystem.

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## Contemporary Issues In Mediation Research Essay Competition 2024

The Contemporary Issues in Mediation (CIIM) Research Essay Competition 2024 is now open! Submit your entries by 30 June 2024 and stand to win cash prizes! Winning essays will be published in CIIM Volume 10! Find out more about the competition [here](#).