



Mediation Rules & Procedures

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SD Mediator Services

www.sdmediatorservices.com

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Definitions

Online Mediation

Online Mediation is a process where all parties to a dispute attend a mediation session either telephonically or via video conference for the purpose of trying to resolve their dispute. The mediation session is conducted by a mediator. During the confidential mediation session, the mediator guides the parties in working out their own mutually agreeable solutions. The mediator cannot impose a settlement on the parties. Instead, they help the parties reach a solution on their own that works best for them.

Mediator

Mediators are fair and impartial individuals with specific knowledge and experience in various subject areas, industries or the nature of the dispute. Mediators do not represent the interests of any party and are selected solely by SD Mediator Services. Mediators may not give legal advice.

Rule 1. Scope

1.1 These are SD Mediator Services rules and procedures governing the mediation of civil disputes between parties.

1.2 These rules and procedures have been designed for the benefit of the parties and are intended to ensure quick, accurate and unbiased assistance to parties reaching a settlement of their dispute.

1.3 Any party who submits an Agreement to Mediate with SD Mediator Services agrees to be bound by these rules and procedures.

Rule 2. Confidentiality and Privacy

2.1 Mediation is a private and confidential process. All communications, negotiations, or settlement discussions by and between the parties, and/or the mediator in the mediation shall remain confidential, unless required by law.

2.2 Mediators shall not be compelled to divulge, nor may parties or their representatives divulge any information received from the mediation. Mediators shall not be compelled to testify in regard to the mediation in any judicial or arbitral forum, proceeding, or hearing.

2.3 The mediator will be communicating with both parties during the mediation process. If you share something private with the mediator that you do not want the other side to know, please make that clear to the mediator, otherwise the mediator will use their own discretion.

2.4 Nothing said or done at a mediation conference will be recorded or maintained in SD Mediator Services files.

Rule 3. Voluntary Process

3.1 Mediation is a voluntary procedure. While the mediator will make every effort to help the parties reach a resolution to the dispute, the parties are under no obligation to reach an agreement.

3.2 Either party involved in the dispute may decide to have the mediation session ended at any time with notice to SD Mediator Services.

Rule 4. Good Faith Effort

4.1 Parties agree to make a good faith effort to mediate the dispute with the other party. In doing so, parties agree to work cooperatively with the other party and the mediator by discussing the dispute and by helping to work toward an agreeable resolution.

Rule 5. Fees

5.1 All fees incurred in the mediation process shall be split equally by all parties unless otherwise agreed by them in writing.

5.2 One party may elect to pay some or all of the other party's fees unless the non-paying party objects.

Rule 6. Initiating the Mediation

6.1 Any party to a dispute, or their representative, may initiate mediation by registering with SD Mediator Services.

6.2 Once registration is received, SD Mediator Services will attempt to contact the other party(s) via the email provided in the registration. SD Mediator Services will attempt to contact the other party(s) twice within a 14-day period. To proceed, all parties to the dispute must agree and sign the Agreement to Mediate. Participation is voluntary and will not proceed without the consent of all parties.

6.3 After the Agreement to Mediate is obtained by all parties, they will have an opportunity to submit all necessary evidence and state their positions for the mediator to review prior to the mediation session.

6.4 Initiating a mediation shall be deemed completed when all parties have signed the Agreement to Mediate, and fees have been paid.

Rule 7. Preparing for the Mediation

7.1 Parties are expected to provide all information necessary to help resolve the disagreement with the other party. The mediator will determine what information is necessary and may request additional information than what was originally submitted.

Rule 8. Uploading Evidence

8.1 If you have evidence that you think will help the mediator understand your position or that the mediator requests, you can upload it on the upload Files tab.

Rule 9. Mediation Procedures

9.1 Mediations may be conducted either telephonically or via video conference.

9.2 If any party, or their representative if they have one, requires special accommodations to participate in the mediation, they are to notify SD Mediator Services.

9.3 SD Mediator Services shall select the mediator from its roster, who, based on their experience, is best suited to mediate the dispute. SD Mediator Services shall notify the parties of the mediator assigned to their dispute once all parties have signed the Agreement to Mediate and fees have been paid.

9.4 Parties shall submit three preferred dates to mediate when completing registration. The mediator will make a good faith effort to accommodate both parties' preferences but will have complete discretion to pick a date and time for the mediation session. All principal parties identified in the dispute must attend the mediation session.

9.5 The parties and their representatives, if they have one, agree to cooperate with the mediator to assure that the mediation is conducted as quickly as possible and make all reasonable efforts to be available at the designated time for the mediation.

9.6 The mediator shall facilitate discussions between the parties with the goal of assisting the parties in reaching their own resolution of the matter. The mediator shall determine the procedure for the way the mediation is conducted.

Rule 10. Rescheduling a Mediation Session

10.1 A party may request to reschedule the mediation one time. Any request to reschedule shall be made to support@sdmediatorservices.com no less than 3 business days before the scheduled mediation session. If a party needs to reschedule a 2nd time, they will be subject to a rescheduling fee. In no event will a party be entitled to reschedule more than two times.

Rule 11. Termination of Mediation

11.1 The mediation may be terminated when:

- a) a settlement agreement is reached or
- b) where any party or the mediator declares that further efforts to resolve the matter would be in vain.

11.2 In the event of a settlement, SD Mediator Services will issue a Settlement Agreement which reflects the terms of the settlement, and which may be converted to a judgment for enforcement purposes.

11.3 In the event of a termination, withdrawal, or a settlement prior to the mediation session, the parties shall each be responsible for an administrative fee.

Rule 12. Exclusion of Liability

12.1 Neither SD Mediator Services nor any Mediator shall be liable to any party for any error, act, or omission in connection with any mediation conducted by SD Mediator Services nor be considered necessary in any judicial procedure related to the mediation.