



# JAMS INTERNATIONAL MEDIATION RULES *continued*

(i) views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings;

(ii) admissions made by another party in the course of the mediation proceedings relating to the merits of the dispute; or

(iii) the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by another party or by the mediator.

Facts, documents or other things otherwise admissible in evidence in any arbitral, judicial or other proceeding, will not be rendered inadmissible by reason of their use in the mediation.

## EXCLUSION OF LIABILITY

12. Neither JAMS nor any mediator will be liable to any party for any act or omission alleged in connection with any mediation conducted under these Rules.

## INTERPRETATION AND APPLICATION OF THE RULES

13. The mediator will interpret and apply these Rules insofar as they relate to the mediator's duties and responsibilities. All other procedures will be interpreted and applied by JAMS.

## ADMINISTRATIVE FEES

14. Unless otherwise agreed by the parties to the mediation, all of JAMS's administrative fees and expenses, including, without limitation, the fees and expenses of the mediator, will be divided equally between or among the parties to the mediation.

## ROLE OF MEDIATOR IN OTHER PROCEEDINGS

15. Unless all parties agree in writing, the mediator may not act as an arbitrator or as a representative of, or counsel to, a party in any arbitral or judicial proceedings relating to the dispute that was the subject of the mediation.

## RESORT TO ARBITRAL OR JUDICIAL PROCEEDINGS

16. The parties undertake not to initiate, during the mediation, any arbitral or judicial proceedings in respect of a dispute that is the subject of the mediation, except that a party may initiate arbitral or judicial proceedings when, in its opinion, such proceedings are either necessary to toll a limitations period, including a statute of limitations that may be applicable, or are necessary otherwise to preserve its rights in the event that the mediation is unsuccessful.

## GOVERNING LAW AND JURISDICTION

17. The mediation shall be governed by, construed and take effect in accordance with the laws where the mediation takes place. The courts of the state where the mediation takes place have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with the mediation.

## TERMINATION OF THE MEDIATION

18. Any of the parties may withdraw from the mediation at any time and shall immediately inform the mediator and the other representatives in writing. The mediation will terminate when:

- a party withdraws from the mediation; or
- the mediator, at his/her discretion, withdraws from the mediation; or
- a written settlement agreement is concluded.

The mediator may also adjourn the mediation in order to allow parties to consider specific proposals, get further information or for any other reason, which the mediator considers helpful in furthering the mediation process. The mediation will then reconvene with the agreement of the parties.

## SETTLEMENT AGREEMENTS

19. Any settlement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the parties.



*For more information, please call one of our International Case Managers:*

**In Rome, Italy:**

**Elena Ciancio** (+39) 06 69380004 • elena.ciancio@adrcenter.it

**In New York, US:**

**JAMS International Case Manager** (+1) 212-607-2799 • jamsinternational@jamsadr.com