

Ref no.:	
Date:	

HEALTHCARE MEDIATION SCHEME MEDIATION AGREEMENT

This Agreement is made on _____ of _____.

BETWEEN

The "Parties" (each referred to as a "Party")

(1) _____ of,
(Name) *(NRIC No. / FIN No. / Passport No.)*
 _____,
(Address)

(2) _____ of,
(Name) *(NRIC No. / FIN No. / Passport No.)*
 _____,
(Address)

the "Mediators"

(3) _____,
(Name) *(NRIC No. / FIN No. / Passport No.)*

(4) _____,
(Name) *(NRIC No. / FIN No. / Passport No.)*

AND

(5) MOH Holdings Pte Ltd, through its Mediation Unit, located at 1 Maritime Square, #11-25, Singapore 099253 (the "Unit"),

(6) Singapore Mediation Centre located at 1 Supreme Court Lane, Level 4, Singapore 178879 (the "Centre"),

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WHEREAS

- (A) The Unit has established the Healthcare Mediation Scheme (“HMS”) to support the resolution of healthcare disputes through mediation and the Centre has agreed to support the HMS through the independent appointment of qualified mediators.
- (B) The Parties have applied for mediation under the HMS to resolve a dispute between them.
- (C) The Unit has accepted the Parties’ application for mediation and the Mediators have accepted their appointment by the Centre for this matter.

IT IS HEREBY AGREED AS FOLLOWS:

Parties’ Acceptance of HMS Terms and Conditions

- 1.1 The Parties agree to abide by the HMS’s Party’s Terms and Conditions (Annex A).
- 1.2 Where a Party is a corporate entity, it hereby authorises the representative named below to attend and represent it in the mediation and settlement of the dispute.

Party	Name of Representative	NRIC/ Passport No.

Mediators’ Confirmation of Neutrality

- 2.1 The Mediators agree to abide by the HMS Mediators’ Code of Conduct (Annex B) and to use their best efforts to assist the Parties in resolving their dispute.
- 2.2 The Mediators confirm that they have not had any communication with either of the Parties prior to the mediation in relation to the matters set out for the mediation.
- 2.3 The Mediators declare that, to the best of their knowledge, they do not have any conflicts of interest or any biases which may affect their neutrality during the mediation.

Centre Responsibilities

- 3.1 The Centre confirms that the Mediators are competent and that at least one (1) of the mediators has worked in a healthcare institution for at least twelve (12) months or has acquired familiarity with healthcare disputes through other relevant work experience or professional training.

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3.2 The Centre confirms that all documents in relation to this mediation that were received through the Unit have been transmitted to the Mediators before the mediation.

Unit Responsibilities

4.1 The Unit confirms that all documents submitted by the Parties to the Unit for the purpose of the mediation have been transmitted on an “as is” basis to the Centre for its onward transmission to the Mediators.

4.2 The Unit confirms that a representative of the Unit (the “Observer”) named below will be observing the mediation. The Observer shall keep all information disclosed during the mediation strictly confidential.

Name of Observer	NRIC/ Passport No.

Confidentiality

5.1 The Parties and Mediators agree to the attendance of an Observer at the mediation who is appointed pursuant to clause 4.2.

5.2 All persons present at the mediation will keep confidential:

- (a) the fact that mediation is to take place or has taken place;
- (b) any views expressed, suggestions or proposals for settlement made by any Party or any Mediator during the mediation;
- (c) the fact that a Party had or had not been willing to accept a proposal for settlement made during the mediation; and
- (d) all information (whether oral or in writing) produced for or arising in relation to the mediation, including any settlement agreement, except as is necessary to implement and enforce any such settlement agreement.

Without Prejudice

6.1 The Parties shall be free to initiate legal proceedings in relation to the dispute in the event that no settlement is reached at mediation.

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- 6.2 All communications made for the mediation, including the information provided before and during the mediation, are made on a strictly “without prejudice” basis and shall not be used in any other proceedings.
- 6.3 All documents or any other information produced for, or arising in relation to, the mediation will be privileged, and will not be admissible as evidence or discoverable in any proceedings connected with the dispute unless such documents would have been in any event admissible or discoverable.
- 6.4 The Parties will not call the Mediators or the Centre or the Unit (or any of their employees, officers or representatives) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.

Exclusion of Liability and Indemnity

- 7.1 The Mediators will not be liable to any Party for any act or omission by the Mediators in the performance of their obligations unless the act or omission is fraudulent or involves willful misconduct.
- 7.2 The Centre and the Unit, including all their directors, officers, and employees, shall not be held liable by the Parties for any act or omission in connection to the services provided by the Centre, the Unit, or the Mediators for the mediation.

Fees

- 8.1 In consideration of all the services received by them under the HMS, the Parties shall pay the Unit the fees as set out in the Party’s Terms and Conditions (Annex A). No fees shall be payable by any Party directly to the Mediators or the Centre.

Language

- 9.1 The mediation shall be conducted in the English language unless otherwise requested by the Parties.

Law

- 10.1 This Agreement shall be governed by the laws of Singapore and construed in accordance with the laws of Singapore and the Parties submit to the exclusive jurisdiction of the Singapore courts.

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Signed by:-

<p>For and on behalf of</p> <hr/> <p>MOH Holdings Pte Ltd Name: NRIC: Designation:</p>	<p>For and on behalf of</p> <hr/> <p>Singapore Mediation Centre Name: NRIC / FIN: Designation:</p>
<p>Name of Mediator: NRIC / FIN:</p>	<p>Name of Mediator: NRIC / FIN:</p>
<p>Name of Party: NRIC / UEN No.:</p>	<p>Name of Party: NRIC / UEN No.:</p>
<p>For and on behalf of</p> <hr/> <p>[HCI] Name: NRIC / FIN: Designation:</p>	<hr/>

ANNEX A

HEALTHCARE MEDIATION SCHEME PARTY'S TERMS AND CONDITIONS

Participation in all Healthcare Mediation Scheme ("HMS") mediations is fully voluntary and completion of the HMS Application or Response Form indicates the Party's agreement to the following conditions:

1. **Attendance.** Parties shall inform the Unit of the name and designation of all their attendees at the mediation, at least 5 working days before the mediation. This includes any experts (e.g. mediation advocates) whom the Party wishes to engage for the mediation. The Unit reserves the right to limit attendance of the mediation to the named attendees only.
2. **Good faith.** Parties shall participate in the mediation in good faith and work towards maintaining a constructive atmosphere. Parties confirm that all information provided for the mediation is true, accurate, and complete to the best of their knowledge. They agree to behave respectfully and refrain from abusive language or behaviour during the mediation.
3. **Respect for Mediators.** Parties shall cooperate with the Mediators and respect their roles as neutrals. Mediators may ask to meet the Parties privately during the mediation. Unless the Party expressly consents, the Mediators shall not disclose any matter discussed during the private session to any other Party. Parties will not ask the Mediators for personal or professional advice on the case.
4. **Fees.** Parties agree to pay the fees as stipulated in the HMS Fee Schedule.
5. **Termination and Settlement.** Parties may terminate an application for mediation or a mediation session at any time and will not be obliged to provide reasons for the termination. The Parties recognize that they may end the mediation at any time if a Party believes that a Mediator is biased or has a conflict of interest. If Parties settle at mediation, the terms shall be recorded in a Settlement Agreement which Parties shall voluntarily sign to indicate that they will abide by and give full effect to their obligations as expressed therein.
6. **Confidentiality.** Parties agree that all information disclosed in the mediation is strictly confidential and without prejudice. Parties shall ensure that all information disclosed for and during the mediation is kept strictly confidential, including by their staff, associates, and experts which they have engaged for the mediation.
7. **Rights.** Parties accept the Unit's absolute discretion in whether or not to accept any application for mediation services or arrange a mediation. The Unit will not be obliged to provide reasons for its decisions. In the event that the Unit decides not to arrange a mediation, the Unit will refund any fees paid by the Parties.
8. **Expiration.** If there is no agreement between the Parties on a date for the mediation 6 months after the date of the Application Form, the Unit reserves the right not to arrange a mediation.

HEALTHCARE MEDIATION SCHEME FEE SCHEDULE

Administrative Fee

1. For matters involving a public healthcare institution or voluntary welfare organization, an administrative fee of \$150.00 is to be paid by each Party to the Unit within 7 calendar days of receiving the Unit's written confirmation of the mediation.
2. For matters involving a private medical practitioner or healthcare institution, an administrative fee of \$250.00 is to be paid by each Party to the Unit within 7 calendar days of receiving the Unit's written confirmation of the mediation.
3. Notwithstanding receipt of the administrative fee, the Unit reserves the right not to arrange a mediation.

Mediation Fee

4. For matters involving a public healthcare institution or voluntary welfare organization, each Party will be charged \$300.00 per hour or part thereof after the 2nd hour of the mediation.
5. For matters involving a private medical practitioner or healthcare institution, each Party will be charged \$550.00 per hour or part thereof after the 1st hour.

Payment

6. All payments shall be made by cheque addressed to the "**MOH Holdings Pte Ltd**" and delivered to the address below:

Mediation Unit
MOH Holdings Pte Ltd
1 Maritime Square (Lobby C)
#11-25 Harbourfront Centre
Singapore 099253

Please indicate the case reference number and patient's name at the back of the cheque.

ANNEX B

HEALTHCARE MEDIATION SCHEME MEDIATORS' CODE OF CONDUCT

This Code applies to all HMS mediations administered by MOH Holdings Pte Ltd and sets out the Mediator's roles and responsibilities.

1. **Mediator's Professional and Ethical Conduct of the Mediation Process.** The Mediators are responsible for facilitating a final resolution to the dispute that is fair and acceptable to all the Parties.
 - (a) **Common Understanding of Roles.** At the start of the mediation, Mediators shall check that all present understand the mediation process and their respective responsibilities.
 - (b) **Confidentiality.** The Mediators shall emphasise the confidentiality of the discussions and obtain the Parties' express consent before disclosing any information obtained during the mediation.
 - (c) **Impartiality.** During the mediation, Mediators shall ensure that all Parties have adequate opportunities to be heard and involved during the mediation and shall treat Parties with equal respect and fairness.
 - (d) **Private Sessions.** If all Parties give express consent, the Mediators may ask to meet with the Parties separately. All information provided during these private sessions shall be confidential and the Mediators shall only disclose that which express consent was given for.
2. **Absence of Conflict of Interest.** Mediators shall only accept a case when they have no conflict of interests or potential bias which may affect their impartiality during the mediation. If they become aware of any conflict of interests or potential bias before the mediation starts, they shall immediately declare this to the Unit and decline their appointment as mediators. During the mediation, mediators shall declare to the Parties anything within their knowledge that may affect their impartiality.
 - (a) **No legal or other professional advice.** The Mediators shall not give any legal or professional advice to any Party during the mediation and shall not impose any decision on any Party.
3. **Settlement.** If the Parties agree to settle their dispute during the mediation, the Mediator shall ensure all material terms are recorded in writing in a Settlement Agreement.
 - (a) **Enforceability.** To ensure a legally binding Settlement Agreement, the Mediators shall ensure that all the terms are legally valid and enforceable.
 - (b) **Voluntary.** The Mediators shall confirm that the Parties agreed voluntarily and are committed to giving full effect to the Settlement Agreement before they sign.
 - (c) **Independence.** The Mediators shall ensure that they have no personal interest in any term of the Settlement Agreement.
4. **Termination.** Mediation will come to an end in the following circumstances:
 - (a) **Settled.** The Parties sign a written Settlement Agreement;
 - (b) **Unconscionableness.** The Mediator believes that the mediation is proceeding unfairly or may result in a settlement that breaches the law or any regulatory or disciplinary requirements;
 - (c) **Conflict of Interest.** The Mediator decides that he should withdraw from the mediation because he is no longer able to perform his role in an impartial manner; or
 - (d) **Mutual Agreement to Terminate.** The Parties and Mediators agree that further mediation is unlikely to result in settlement.