

Ref No.:	
Date:	



**HEALTHCARE MEDIATION SCHEME
MEDIATION AGREEMENT (THE "AGREEMENT")**

This Agreement is made on ___ of _____.

BETWEEN

The "**Parties**" (each referred to as a "**Party**" and collectively referred to as the "**Parties**");

(1) _____ of,
(Name)

(Address)

(2) _____ of,
(Name)

(Address)

the "**Mediators**" (each referred to as a "**Mediator**" and collectively referred to as the "**Mediators**");

(3) _____
(Name)

(4) _____
(Name)

(5) MOH Holdings Pte Ltd (UEN: 198702955E), with its registered address at 1 North Buona Vista Link, #09-01 Elementum, Singapore 139691 ("**MOHH**") through its Healthcare Mediation Unit (the "**Unit**"),

WHEREAS

- (A) MOHH (through the Unit) has established the Healthcare Mediation Scheme ("**HMS**") to support the resolution of healthcare disputes through mediation.
- (B) The Parties have applied for mediation under the HMS to resolve a dispute between them (the "**Dispute**").
- (C) MOHH (through the Unit) has accepted the Parties' application for mediation and the Mediators have accepted their appointment by MOHH (through the Unit) for the Dispute.

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IT IS HEREBY AGREED AS FOLLOWS:

1. Parties’ Acceptance of HMS Terms and Conditions

- 1.1 The Parties agree to abide by the HMS Party’s Terms and Conditions as set out in Annex A of this Agreement.
- 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

- 1.3 Where a Party is a natural person and is unable to attend the mediation, he/she hereby authorises the representative named below to attend and represent him/her in the mediation and settlement of the Dispute.

Party	Name of Representative

2. Mediators’ Confirmation of Neutrality

- 2.1 The Mediators agree to abide by the Healthcare Mediation Code as set out in Annex B of this Agreement and to use their best efforts to assist the Parties in resolving the Dispute.
- 2.2 The Mediators confirm that they have not had any communication with either of the Parties and/or their respective representative (if any) prior to the mediation in relation to the Dispute.
- 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.

3. MOHH’s Responsibilities (through the Unit)

- 3.1 MOHH (through the Unit) 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 that is recognised by MOHH.
- 3.2 MOHH (through the Unit) confirms that all documents and information submitted by the Parties to MOHH for the purpose of the mediation have been transmitted to the Mediators before the mediation.

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3.3 MOHH (through the Unit) confirms that representatives of the Unit (the “**Observers**”) named below will be observing the mediation. The Observers shall keep all information disclosed during the mediation strictly confidential.

Name of Observers

3.4 For the avoidance of doubt, any reference to the Unit in this Agreement shall be construed as a reference to MOHH.

4. Confidentiality

4.1 The Parties and Mediators agree to the attendance of the Observers at the mediation who are appointed pursuant to clause 3.3.

4.2 Subject to permitted disclosures pursuant to Section 9 of the Mediation Act 2017 (No. 1 of 2017), 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.

5. Without Prejudice

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

5.2 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.

5.3 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

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connected with the Dispute unless such documents would have been in any event admissible or discoverable.

- 5.4 The Parties will not call the Mediators, and/or MOHH (and/or any of their employees, officers or representatives) as a witness, consultant, arbitrator or expert in any proceedings in relation to the Dispute.

6. Exclusion of Liability and Indemnity

- 6.1 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 wilful misconduct.
- 6.2 MOHH, including all their directors, officers, and employees, shall not be held liable by the Parties for any act or omission in connection with the services provided by MOHH, or the Mediators for the mediation.

7. Fees

- 7.1 In consideration of all the services received by them under the HMS, the Parties shall pay MOHH the fees as set out in the Party's Terms and Conditions as set out in Annex A of this Agreement. No fees shall be payable by any Party directly to the Mediators.

8. Language

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

9. Contract (Rights of Third Parties) Act (Cap. 53B)

- 9.1 The Parties, Mediators, and MOHH agree that any person that is not a party to this Agreement shall have no rights, benefits or remedies of any kind or character whatsoever under the Contract (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms herein, and no person shall be deemed to be a third (3rd) party beneficiary under or by reason of this Agreement.

10. Law

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

11. Counterparts

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11.1 This Agreement may be signed by the Parties, Mediators and MOHH in any number of counterparts, all of which taken together and when delivered to one another, including by scanned electronic copies, shall constitute one and the same document.

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Signed by:

For and on behalf of	
MOH Holdings Pte Ltd	
Name:	
Designation:	
Name of Mediator:	Name of Mediator:
For and on behalf of	Name:
[Name of HCI]	
Name:	
Designation:	
Name:	Name:
Name:	Name:



HEALTHCARE MEDIATION SCHEME MEDIATION AGREEMENT (THE “AGREEMENT”)

PARTY’S TERMS AND CONDITIONS

Participation in all Healthcare Mediation Scheme (the “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 MOHH of the name and designation of all their attendees at the mediation, at least five (5) working days before the mediation. This includes any experts (e.g. mediation advocates) whom the Party wishes to engage for the mediation. MOHH 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, to the best of their knowledge, all information provided for the mediation is true, accurate, and complete. 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 acknowledge 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 agree to settle their dispute during 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 representative (if any), staff, associates, and experts whom they have engaged for the mediation. No transcript or formal record will be made, and none of the Parties shall make any audio or video recording, or take photographs of the mediation proceedings.
7. **Rights.** Parties acknowledge and agree that MOHH has absolute discretion in deciding whether or not to accept any application for mediation services.
8. **Expiration.** If, within six (6) months from the date of the Application Form, there is no agreement between the Parties on a date for the mediation, there will be no further action by MOHH.



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PARTY'S TERMS AND CONDITIONS

FEE SCHEDULE

General Provisions

1. The Administrative and Mediation Fee specified in this Fee Schedule applies where there are two Parties to the Mediation. Where there are more than two Parties to the Mediation, the Mediation Fee shall be as advised by MOHH.
2. Unless otherwise expressly stated in this Fee Schedule, all amounts stated in this Fee Schedule are in Singapore Dollars and subject to prevailing Goods and Services Tax.
3. The Administrative Fee and Mediation Fee payable by each Party under the HMS Fee Schedule shall be paid to MOHH in such manner as advised by MOHH from time to time.

Administrative Fee

4. The Administrative Fee payable by each Party for each mediation session is non-refundable and is set out in the second column of Table 1 below.

Table 1

Claim Quantum	Administrative Fee
Tier 1 (Claim up to \$10,000)	\$75
Tier 2 (Claim above \$10,000 up to \$100,000)	\$100
Tier 3 (Claim above \$100,000 up to \$300,000)	\$200
Tier 4 (Claim above \$300,000)	\$250

5. If the mediation session is held on a Saturday (excluding Public Holidays) ("**Saturday Session**"), in addition to the Administrative Fee, each Party shall pay a surcharge of 20% on the Administrative Fee.

Mediation Fee

6. If the mediation session extends beyond 2 hours, each Party shall pay an additional fee at the hourly rate ("**Hourly Rate**") stated in the second column of Table 2 for each hour (or part thereof) that the mediation session exceeds 2 hours.



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Table 2

Claim Quantum	Hourly Rate
Tier 1 (Claim up to \$10,000)	\$75
Tier 2 (Claim above \$10,000 up to \$100,000)	\$100
Tier 3 (Claim above \$100,000 up to \$300,000)	\$200
Tier 4 (Claim above \$300,000)	\$300

7. If the mediation session is held on a Saturday (excluding Public Holidays) ("**Saturday Session**"), where an additional fee at the Hourly Rate is payable, each Party shall pay a surcharge at 20% of the Hourly Rate.
8. The Mediation Fee payable by each Party for the first mediation session in the Mediation shall be the Mediation Fee payable for a full-day mediation session, notwithstanding that the Parties may request a shorter duration for the first mediation session.
9. A "full-day mediation session" means a mediation session held on a weekday (excluding Public Holidays) from 9.00am to 6.00pm.



HEALTHCARE MEDIATION SCHEME MEDIATION AGREEMENT (THE “AGREEMENT”)

HEALTHCARE MEDIATION CODE

This Code applies to all HMS mediations administered by MOHH (through the Unit) and sets out the roles and responsibilities of the Mediators.

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, the Mediators shall check that all present understand the mediation process and their respective responsibilities.
 - (b) **Confidentiality.** The Mediators shall emphasize the confidentiality of the discussions and obtain the Parties’ express consent before disclosing any information obtained during the mediation.
 - (c) **Impartiality.** During the mediation, the 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 MOHH (through the Unit) and decline their appointment as mediators. During the mediation, the 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:**
 - (a) **Settlement Agreement.** The Mediators shall ensure all important terms are recorded in writing in a Settlement Agreement.
 - (b) **Voluntary.** The Mediators shall confirm that the Parties have agreed voluntarily and are committed to giving full effect to the Settlement Agreement before they sign.



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HEALTHCARE MEDIATION CODE

- (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 Mediators believe 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(s) decides that he/she/they should withdraw from the mediation because he/she/they is/are no longer able to perform his/her/their 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.