



RULES AND PROCEDURES FOR MEDIATION

Each party will be required to provide a written statement of the claim or dispute together with their position regarding each disputed issue together with any documentation or evidence which supports their position. Parties must acknowledge of acceptance of these Rules and Procedures (as from time to time amended) prior to the commencement of any proceeding. These Rules and Procedures shall be amended and/or modified at the sole election of SEMA and the official SEMA Rules and Procedures shall be those which are or may become posted on the SEMA official web site.

All parties may, at their election, be represented by legal counsel of his/her selection. Legal representation is not required and any party may elect to appear without counsel and or by other representative provided any such representative is authorized in writing to appear on behalf of any such party. Such writing authorizing representative appearance shall be filed with SEMA at the time of submission of the dispute for consideration. In matters involving insurance and representatives from insurance companies, the insurer's representative shall be presumed to be authorized to appear on behalf of the insured by virtue of the execution of the written agreement for mediation.



Each mediator shall appear only on those matters in which they have no interest, whether personal or financial, and no prior knowledge which would create a conflict of interest or the appearance of a conflict of interest. All mediators shall be subject to these Rules and Procedures. In addition, each mediator shall be subject to all applicable federal and state laws, rules, and regulations. Each mediator shall endeavor to avoid an appearance of any bias. Any claim of bias or conflict of interest shall be deemed as irrevocably waived by each party once any proceeding has been deemed by the mediator to have been commenced.

Each mediation shall be conducted by one (1) mediator unless the parties agree that co-mediators shall be used, in which case, additional fees may be charged. In the event that the parties cannot agree on a mediator or the agreed upon mediator is unavailable or otherwise disqualified, SEMA's administrator will select an appropriate mediator based upon his or her expertise and availability.

All proceeding shall be conducted in the English language and any required interpreter shall be the sole responsibility of the party requiring the interpreter. Any submitted documents which require translation shall be the sole responsibility of the party offering the same.

The parties are encouraged, but not required to provide all anticipated submissions to the mediator at least three days prior to the mediation session. Any failure to do so may result in a more lengthy hearing than would otherwise be required. No specific certifications/attestation/verification shall be required for submission of documentary evidence.



The time and place of any mediation session shall be at the discretion of SEMA; however, most sessions will be conducted at our Hyannis offices unless circumstances require otherwise. Any proceeding other than at SEMA's principal place of business located at 258 Winter Street, Hyannis, Massachusetts, (or such other place as SEMA, may, from time to time, designate) may result in additional mediator fees and costs incurred as a result of travel to an alternative location, such determination to be made in advance of any mediation session.

Unless required otherwise by applicable federal or state law, all proceedings before SEMA and its mediators shall be strictly confidential. "All memoranda, and other work produce prepared by a mediator and a mediator's case files shall be confidential and not subject to disclosure in any judicial or administrative proceeding involving any of the parties to any mediation to which such materials apply. Any communication made in the course of and relating to the subject matter of any mediation and which is made in the presence of such mediator by any participant, mediator or other person shall be a confidential communication and not subject to disclosure in any judicial or administrative proceeding; provided, however, that the provisions of this section shall not apply to the mediation of labor disputes". (MGL c.233, sec.23C).

SEMA, its mediators, employees, directors, officers, and shareholders shall, in no case, be liable to any party for any act, omission, negligence or other such claim in connection with the conduct of any of the services provided by a mediator. Parties acknowledge that the mediator is an independent contractor and solely liable for his or her conduct and actions.



The mediator may, in his or her sole discretion, waive any of these Rules and Procedures as such mediator may deem necessary to proceed with the conduct of the matter before him or her.

No party shall have ex officio or ex parte communication with the any mediator except during the mediation sessions. All communications shall be in writing unless the parties and the mediator agree otherwise.

All writings relating to any proceedings before SEMA or its mediator shall be subject to disposal (through its discretion or otherwise) at any time following three (3) years of the closure of the mediators and without further notice to any party. All submissions of any type shall remain the property of SEMA.

Any cancellation or continuation of any proceedings scheduled before SEMA or its mediator shall be subject to imposition of a fee at the discretion of SEMA.

At the close of mediation, if the parties have resolved their dispute, the mediator shall prepare a document to be signed by the parties which sets forth the parties' agreement.