



Society for Computers & Law
The leading educational charity
for the tech law community
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SCL MEDIATION SCHEME

THE SOCIETY FOR COMPUTERS AND LAW MEDIATION SCHEME RULES

(v1, 05/10/2024; the “Rules”)

1. The Society for Computers and Law Mediation Scheme (the “**Scheme**”) is intended to help achieve consensual resolution of “technology” disputes (meaning any dispute arising from a contract for the provision of tech-related goods and services including but not limited to software development contracts, outsourcing arrangements, systems integration contracts, IT consultancy contracts, software licensing agreements, blockchain/smart contracts, contracts relating to artificial intelligence and cloud computing contracts). This is not limited to disputes about the technology itself; it may be commercial disputes arising out of a broader technology context.
2. Where parties have agreed that the Scheme applies to their disputes, the Scheme is initiated when any party to that mediation agreement writes to the Mediation and Adjudication Officer (the “**Officer**”) of the Society for Computers and Law (“**SCL**”).
3. The Officer or other authorised representative of the SCL will then provide each party with an information sheet to complete about the intended mediation (the “**Information Sheet**”). Each party must complete and return their Information Sheet via email within 7 days of receipt and pay the SCL administrative charge due under Schedule of Costs and Charges (as may be amended from time to time; the “**Schedule**”).
4. Upon payment of the SCL administrative charge due from all parties, the Officer will use any Information Sheets received to propose one or more mediators from the panel of mediators formed by the SCL for the purposes of the Scheme (the “**Panel**”). Potential mediator(s) will be asked to confirm – with reference to the party names – whether they have any conflict of interest and, if not, be supplied with copies of the Information Sheets. The parties shall confirm their chosen mediator within 7 days of receipt of the Officer’s proposals.
5. After a proposed mediator is chosen by the parties (or one is appointed pursuant to paragraph 8), the Officer will write to the parties to confirm the chosen or appointed mediator (the “**Mediator**”) and include written confirmation from the Mediator that – on present knowledge – they are: free to act; impartial and independent; and able to devote sufficient time to the mediation.
6. If a party wishes to ask the Officer to propose a replacement mediator, they should do so as soon as practicable and the other party (or parties) shall inform the Officer of any objections promptly and latest within 3 working days of receipt of the request.

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7. The Officer may in their sole and absolute discretion propose a replacement mediator, offering one or more mediators from the Panel. The parties shall confirm their chosen mediator within 7 days of receipt of the Officer's proposals.
8. If the parties fail to choose a mediator from those proposed by the Officer within the time stipulated in paragraphs 4 or 7 as applicable, then the Officer shall promptly appoint a mediator from the Panel.
9. The parties are free to agree, together with the Mediator, the terms of their appointment and the mediation itself (including any Mediation Agreement), except that it is irrevocably agreed that:
 - a. The parties shall act in good faith throughout the mediation procedure;
 - b. All documents produced in relation the mediation procedure, the Scheme or the Rules are and shall remain confidential;
 - c. The Schedule is applicable to the mediation;
 - d. The parties are jointly and severally liable for the Mediator's fees and expenses which shall be charged in accordance with the Schedule (i.e. the charges payable to the SCL, its Panel Members and third parties under this Scheme and the Rules, as appears on the SCL website - <https://www.scl.org/>);
 - e. Neither the Mediator, nor the Officer (or his or her deputy), nor the SCL Chair, nor SCL, nor any of their employees or agents nor any third-party advisors engaged to assist the Mediation will be liable to any party howsoever for any act or omission in the course of their functions in relation to the Scheme except: (i) where the act or omission is shown by that party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that party; and (ii) the extent to which any part of this provision is prohibited by any applicable law; and
 - f. If any third parties are involved in the mediation, then:
 - i. The parties are jointly and severally responsible for obtaining their agreement to the matters in this paragraph 9 and,
 - ii. In any event, the parties shall indemnify the Mediator, the Officer, the SCL Chair and/or SCL (including in each case any of their employees or agents or any third-party advisors) for any third-party claim consequent upon that involvement.

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10. The parties are encouraged to consider the Mediators Green Pledge (<https://womacc.org/mediators-green-pledge/>) in the context of their mediation.
11. Where the Rules require communications with the Officer, service of documents by the parties and/or for documents to be sent to the Officer, all such communications or documents shall be sent by email and copied to all other parties.
12. Any function to be undertaken by the Officer may be undertaken instead by the Officer's nominated deputy.
13. If, for whatever reason, the Scheme has lapsed by the time of the dispute, the parties agree to mediate on an ad hoc basis. Any references to this Scheme or the Rules in the parties' mediation clause are to be read accordingly.
14. The Scheme, the Rules and any representations in the Information Sheet are governed by English law and any disputes in relation thereto or arising therefrom are subject to the exclusive jurisdiction of the English courts.

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