



258 Winter Street
Hyannis, MA 02601

Phone: 508-778-9559
Fax: 508-771-0135
AskSEMA.com

RULES AND REGULATIONS FOR MEDIATION

1. Each submission is voluntary and each party will be required to provide a written statement of the claim or dispute and evidence to be produced together with payment of all fees and an acknowledgment of acceptance of these Rules and Regulations (as from time to time amended) prior to the commencement of any proceeding. These Rules and Regulations shall be amended and/or modified at the sole election of SEMA and the official SEMA Rules in Regulations shall be those which are or may become posted on the SEMA official web site;

2. 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 issue 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 submission;

3. Each panelist shall appear only on those matters in which they have no interest, whether personal, financial or other. Each panelist shall appear and be subject to these Rules and Regulations in consideration of matters submitted for mediation or binding arbitration. In addition, each panelist shall be subject to all applicable federal laws, state laws, rules and regulations. While each panelist shall endeavor to avoid an appearance of conflict, any claim of bias or conflict of interest shall be deemed as irrevocably waved by each party once any proceeding has been deemed by the panelist to have been commenced;

4. Each submission for dispute resolution (mediation/arbitration) shall be decided by one panelist unless the parties, an applicable agreement or the law requires otherwise. If the parties are unable to agree on a panelist, they shall rank by number (1 being most favorable, 5 being least favorable) their respective selection from the list of panelists and the lowest number resulting from a combination of each party's submission shall be the panelist assigned;

5. While any party is free to require an audio, video or stenographic record of the dispute resolution proceeding, no such record shall be disseminated to any person other than to the direct participants in the proceedings or used or displayed in any other Forum for any purpose without express written authorization of each party (or their designated representative) and the panelist. The cost of any recording shall be the sole responsibility of the party requesting such recording;

6. Witness testimony shall only be offered after **oath** administered by the panelist. All proceeding shall be conducted in the English language and any required interpreter shall be the sole responsibility of the party offering such witness testimony. Any submitted documents which require translation shall be the sole responsibility of the party offering the same;



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7. Any party may submit a written statement as to any relevant witness testimony, whether affirmed under the pains and penalties of perjury or not, and the panelist shall consider any such submission with the weight he/she deems appropriate;

8. The parties are encouraged, but not required to provide all anticipated submissions of written/photographic/video evidence to the panelist at least three days prior to hearing. 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 which shall be given whatever weight as evidence that panelist may, in his/her sole discretion deem appropriate;

9. The time and place of any hearing on the submitted dispute shall be at the discretion of SEMA; however, most hearings will be conducted at our Hyannis offices unless circumstances require otherwise. Any such 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 panelist fees and costs incurred as a result of travel to an alternative hearing site, such determination to be made in advance of any dispute resolution hearing;

10. Unless required otherwise by applicable federal/state law, all proceedings before SEMA and its panelists shall be confidential;

11. The panelist shall have the sole authority and discretion to determine the manner in which evidence, whether testimonial or otherwise, shall be permitted to be introduced including, but not limited to, determination as to the relevancy or admissibility of evidence. All proceedings are intended to facilitate the introduction of evidence which will aid the panelist in resolving the dispute before him/her;

12. SEMA, its panelists, 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 SEMA or such individuals;

13. The panelist may, in his/her sole discretion, waive any of these Rules and Regulations as such panelist may deem necessary to proceed with the conduct of the matter before him/her;

14. No party shall have ex officio or ex parte communication with the any panelist. All communication, either before or after hearing, shall be in writing unless the panelist orders otherwise. The panelist shall, in his/her sole discretion, determine when any proceeding shall commence and when such proceeding shall be deemed as closed;



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

16. Any cancellation or continuation of any proceedings scheduled before SEMA or its panelist shall be subject to imposition of a fee pursuant to the written fee schedule from time to time determine by SEMA.

RULES AND REGULATIONS SPECIFIC TO NON-FAMILY LAW MEDIATION

1. A written mediation report setting forth the parties' agreement shall be prepared by the mediator in any such proceedings;

2. Any and all information disclosed or material presented during the course of mediation proceedings shall be strictly confidential as between the parties and the mediator and shall not be disclosed by the mediator without the expressed written permission of both parties;

3. The parties may, at their sole election, agree to alter the panelist's role by permitting he/she to make a final, binding determination either before/during/after the mediation has been conducted provided that such agreement is in writing and that all required fees are agreed to be paid by the parties.

RULES AND REGULATIONS SPECIFIC TO FAMILY LAW MEDIATION

1. The Mediator reserves the right not to prepare a final Agreement and other documents for submission to the courts if in the sole opinion of the Mediator the Agreement of the parties is not Fair and Reasonable and not likely to be approved by the Probate and Family Court;

2. SEMA or the Mediator will prepare all documents, including an Agreement which the parties will be required to file with the Probate and Family Court in order to obtain an appropriate Order or Judgment.