



**CAM-CCIMC
CAM-CCIMA**

COURT OF ARBITRATION AND MEDIATION
OF THE CAMEROON CHAMBER OF COMMERCE,
INDUSTRY, MINES AND CRAFTS

CAM-CCIMA RULES

- ⌚ Arbitration rules and annexes
- ⌚ Mediation rules
- ⌚ Rules of the Court as appointing authority
- ⌚ Code of ethics
- ⌚ Model clauses

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CAM-CCIMA RULES

Court of Arbitration and Mediation
of the cameroon chamber of commerce,
industry, mines and crafts

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MEDIATION RULES

CHAPITRE I : **GENERAL PROVISIONS**

Article 1: Purpose

The present Rules govern the mediation procedure at the Court of Arbitration and Mediation of the CCIMA.

Article 2: Definitions

1. Mediation: refers to any process, whatever it may be called, whereby the parties ask a third party to help them reach an amicable settlement of a dispute, a conflictual relationship or a disagreement hereinafter referred to as the “dispute” arising out of or in connection with a legal, contractual or other relationship involving natural or legal persons, including public entities or States.
 2. The mediator: the term “Mediator” refers to any qualified third party asked to conduct a mediation, whatever the name or profession of this third party.
 3. The mediation agreement: this is the act by virtue of which the parties have agreed to submit to mediation all or some of the disputes that have arisen or may arise between them. It takes the form either of a clause inserted in a contract, or of an independent act.
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Article 3: Mission of the Court

1. The Court of Arbitration and Mediation of the CCIMA, abbreviated, the «CAM-CCIMA» or the «Court» of the Chamber of Commerce, Industry, Mines and Crafts (CCIMA), is an independent body of the latter, responsible for the administration of mediation procedures.
2. The Court consists of a Governing Board, a Technical Committee and a Permanent Secretariat.

However, only the Technical Committee and the Permanent Secretariat are involved in the administration of mediation procedures.

Article 4: Scope of application

1) Mediation under the aegis of the Court may be initiated by the Parties or upon invitation of a judge or an arbitral tribunal sitting under the aegis of the Court or not.

2) When the Court is seized of a request for arbitration, it may also suggest mediation to the parties who are free to accept it.

Article 5: Binding force of the Rules

1) When a mediation agreement provides for mediation under the aegis of the CAM-CCIMA, the present Rules are deemed to be an integral part of this mediation agreement.

2) Unless otherwise agreed by the Parties, the Rules in force on the date of filing of the request for mediation or the judicial decision referring to the mediation shall apply.

3) However, only the schedule in force on the date of submission of the request or the decision referred to above is applicable.

4) The parties may, subject to the written agreement of the Court, adapt the provisions of the Rules to the needs of their negotiations in order to reach an agreement of their convenience.

CHAPITRE II : **MEDIATION**

PROCESS

Article 6: Request for Mediation

1. Any party wishing to have recourse to mediation under the aegis of the Court shall send its request for mediation, hereinafter referred to as «the Request», to the Permanent Secretariat by any written means. The request contains:
 - i. The names, addresses, telephone numbers and email addresses of the Claimant(s) or their representative(s) and other parties;
 - ii. A copy of the mediation agreement;
 - iii. The purpose of the action;
 - iv. A brief statement of the facts and circumstances of the case.
2. Such a request may also be made jointly by all the Parties to the dispute.
3. Where there is no mediation agreement, a party who wishes to propose that a dispute be submitted to mediation may address its request to the Court under the same conditions as those provided for in Article 6(1) above, with the exception of point 5(1) - ii.
4. Upon receipt of this request, the Permanent Secretariat invites the other party(ies) to consider the said request.
5. Where, in the absence of a mediation agreement, the parties are unable to agree to submit their dispute to these Rules, within fifteen (15) days from the date of receipt of the request by the Permanent Secretariat, or within such further period as the Permanent Secretariat may reasonably determine, mediation

under the aegis of the Court may not take place.

6. To be admissible, all Requests must be submitted together with payment by the Claimant(s) of the registration fees provided for in the Court's Rules of Costs. Registration fees are not refundable in any case.

Article 7: Response to the Request for Mediation

1. As soon as the Request is registered, the Permanent Secretariat notifies the other party and proposes that mediation take place. To this end, the Permanent Secretariat shall send the Rules to the other party and grant it a period of fifteen (15) days in which to reply.
2. Where the other party or parties consent to mediation under the aegis of the Court, the Permanent Secretariat shall invite the parties to appoint a mediator within seven (7) days of receipt of its letter.
3. Where there is no response, or in the event of an explicit refusal of the mediation proposal, the Permanent Secretariat informs the party that referred the matter to it and closes the file.

Article 8: Mediation costs

8.1 Definition of mediation costs

- a. The costs of mediation include:
 - The fees for examining the request for mediation which are retained by the Court;
 - The mediator's fees calculated according to the mediation fee schedule;
 - Where applicable, the costs of holding of mediation meetings;
 - The administrative costs due to the Court, calculated according to the mediation fee schedule.
- b. Unless otherwise agreed by the parties, the

costs of mediation shall be shared equally between them.

8.2 Payment of Mediation Fees

- a. Before the mediation is initiated, the Permanent Secretariat invites the parties to pay a deposit of the mediation costs to cover the legal fees, administrative fees and any foreseeable fees of the mediation. This deposit may be revised at any time during the mediation.
- b. At the end of the mediation, the Permanent Secretariat shall inform the parties of the final statement of the costs of the mediation and, if applicable, shall return the balance to them.
- c. Where an additional deposit requested from the parties is not paid within the period indicated, the Permanent Secretariat invites the mediator to suspend the talks. If, after a reminder, the additional deposit has still not been paid, the Permanent Secretary, after consulting the Technical Committee, shall declare the mediation terminated.
- d. Each Party shall individually bear all costs inherent in its participation in the mediation other than those mentioned in Article 14.1.

Article 9: Designation / Appointment of the mediator

1. The Mediator is appointed by the parties in accordance with their wishes as provided for in their mediation agreement or subsequent to the referral to the Court.
2. The Court maintains a list of mediators and communicates that list to the parties. However, the Mediator may be chosen from outside the list at the request of the parties or if the circumstances so require.

3. Where the parties have not agreed on the identity of the Mediator or on the procedures for appointing one within the time limits stipulated in their agreement, the Court shall appoint a sole Mediator, unless the nature of the dispute requires the appointment of more than one or the parties wish more than one Mediator to be appointed.
4. When exercising its power of appointment, the Court shall take into account any preferences or objections expressed by the parties.
5. Prior to the appointment or confirmation of a prospective Mediator, the Court shall communicate his curriculum vitae to the parties.
6. The appointed mediator shall communicate his declaration of acceptance and independence to the parties and to the Court.
7. Where a party objects to the appointment of a Mediator by the Court, it shall notify the Court and all other parties of its objection in writing, stating the reasons for its objection. The Court has a period of 15 (fifteen) days from receipt of the objection to appoint another Mediator, should it consider the reason(s) for the objection admissible. In all cases, it will object to the appointment.
8. During the proceedings, if the Mediator's unavailability is ascertained, if the Mediator fails to fulfil his obligations in such a way as to justify his replacement, if he is guilty of serious misconduct, or if a party justifiably denounces inappropriate behaviour on the part of the Mediator, the Court shall replace the Mediator under the same conditions as above.
9. Where a Mediator is replaced, the replaced Mediator shall withdraw spontaneously from the case and shall immediately, and at the latest within 48 (forty-eight) hours of notification of the appointment of one or more new Mediators, forward the case file and all related documents to the new Mediator(s).

Article 10: Terms of engagement of the mediator

1. Prior to his appointment or confirmation, the prospective Mediator signs a declaration of acceptance, independence and availability which commits him to devote to the proposed mediation procedure the time necessary for it to be conducted expeditiously.
2. The mediator must be and remain impartial and independent of the Parties and their counsel throughout the process.
3. In his declaration of acceptance, independence and availability, the appointed Mediator shall indicate any circumstances likely to create, in the minds of the Parties, a legitimate doubt as to his independence or impartiality.
4. The Mediator must also disclose any fact subsequent to his confirmation which may create, in the minds of the Parties, a legitimate doubt as to his independence or impartiality.
5. Under no circumstances may the Mediator begin his mission unless he has been confirmed by the Technical Committee.

Article 11: Incompatibilities

Unless expressly agreed by the parties, the Mediator may not act as an arbitrator or expert, or as a party in a prior or subsequent arbitral or judicial proceeding related to the dispute that is the subject of the mediation, or in another dispute arising from the same legal relationship as the dispute.

Article 12: Conduct of Mediation

1. After consultation with the parties, the Mediator shall convene them to a preliminary meeting within fifteen (15) days of notification of his confirmation in order to discuss the manner in which the mediation will be conducted, including by electronic means, and to set the date of the first mediation meeting.
2. Where the parties have not reached a decision at this preliminary meeting, the Mediator shall, in accordance with the present Rules, provide the parties with a written note informing them of the manner in which the mediation will be conducted.
3. Each party shall cooperate in good faith with the Mediator to ensure that the mediation procedure proceeds as expeditiously as possible.
4. The Mediator shall set a timetable whereby each party shall deliver to the Mediator and to the other party a statement summarizing the basis of the dispute, that party's interests, its arguments regarding the dispute and the current status of the dispute, as well as any other information and materials it deems necessary for the purposes of the mediation and, in particular, in order to define the issues in dispute.
5. At any stage of the mediation procedure, the Mediator may propose that a party provide any additional information and documents that he deems useful.
6. A party may, at any time, submit to the Mediator, for his exclusive consideration, written information and materials which he considers to be confidential. The Mediator shall not, without the written consent of such party, disclose such information or materials to the other party.
7. The Mediator shall be free to meet and discuss separately with the parties, and information communicated during such meetings and discussions shall not be disclosed to the other party without the express

authorization of the party originating such information and discussions.

Article 13: Role of the Mediator

1. The Mediator has full control over the execution of his mission. He assists the parties in seeking a consensual solution to their dispute, in a loyal manner and with respect for their respective interests. He conducts the talks in the manner he deems most appropriate. He is guided in setting up and conducting the mediation by the parties and must treat them with respect.
2. In all cases, the Mediator must be impartial and treat the parties fairly.
3. Although the Mediator does not impose a solution to the dispute on the Parties, he may, at any time during the mediation, depending on the Parties' requests and the circumstances of the dispute, make suggestions with a view to resolving the dispute. The parties may also submit suggestions to the Mediator with a view to settling the dispute.
4. The Mediator must ensure that the intended solution truly reflects the will of the Parties, while respecting the rules of public order.
5. Where he deems it necessary, the Mediator may invite the parties to appoint one or more experts to provide a technical opinion. If they agree to the Mediator's suggestion, the Parties must agree on the choice of expert(s), the terms of their remuneration and the breakdown of this remuneration between them.

Article 14: Representation and Obligations of the Parties

1. The parties are represented freely, they may be assisted by any person of their choice or participate

alone in the negotiations.

2. Once the Mediator has been appointed, the parties shall provide the Mediator, with a copy to the other party and to the Court, with the names, addresses and powers of the persons authorized to represent a party, as well as the names and capacities of the persons who will participate in the meetings between the parties and the Mediator on behalf of that party.

3. The parties must cooperate in good faith with the Mediator, including by participating in meetings and providing documents and exhibits as requested.

Article 15: Confidentiality

1. Unless otherwise agreed by the parties and the legal provisions, mediation is confidential and all information relating to it may not be disclosed.

2. This duty of confidentiality applies to the Parties, their counsel, the Mediator, any expert and all members of the Court involved in mediation. Neither party may, unless the parties and the mediator agree otherwise, use or disclose to any third party any information concerning or obtained in the course of such proceedings. Each of them must, before taking part in the mediation, sign an undertaking to respect the confidentiality of the mediation.

3. The confidential nature of the mediation is enforceable against any jurisdiction including the one that designated the Court.

4. Unless otherwise agreed by the parties, the Mediator and the parties shall not rely as evidence or in any other manner in any judicial, arbitral or similar proceedings:

a. Documents, statements or communications submitted by another party or by the mediator during or for the purposes of the proceedings;

b.any views expressed or suggestions made by any of the parties during the proceedings regarding the dispute or its possible settlement;

c.any admission made by one of the parties during the mediation procedure;

d.any proposal made or any opinion expressed by the Mediator;

e.whether or not a party has declared its willingness to accept a proposed agreement to end the dispute;

f. any transaction between the parties, except to the extent necessary if legal action is brought in connection with the performance of such transaction, or as otherwise provided by law.

5. Mediation takes place behind closed doors and can only be attended by people invited by a party with the agreement of the Mediator. Meetings between the parties and the Mediator may not be recorded in any way, including when the meetings are held by electronic means.

6. The Mediator may only disclose one or more details received during a separate interview from one party to another with the express agreement of the party who has disclosed the information, failing which he shall be liable.

7. Subject to the provisions of the law, the Mediator may not be compelled to testify in connection with his mediation, or to file documents used in the mediation, in any legal proceedings, whether or not such proceedings relate to the dispute which is the subject of the mediation.

Article 16: Duration of mediation

1. Mediation may not exceed two (2) months from the first meeting organized by the Permanent Secre-

tariat provided for in Article 8.4 paragraph 1.

2. However, the Mediator may ask the Court to extend this period by one (1) month. Jointly, the parties may also decide to extend this period in accordance with the Mediator for a maximum period of two (2) months.

Article 17: Termination of Mediation

1. Mediation is terminated upon the occurrence of one of the following events:

- The reaching of a mediated agreement signed by the parties and the mediator;
- A written declaration by the Mediator that the mediation has failed;
- A written declaration by one of the parties, made at any time, terminating the mediation;
- A joint statement by the parties terminating the mediation;
- The expiry of the mediation period, unless otherwise agreed;
- Failure to pay the deposit of the mediation costs within the period specified by the Court.

2. At the end of the mediation procedure, the Mediator shall immediately send to the Court, with a copy to the parties, and at the latest within seven (07) days of the end of the mediation, a written notification informing the Court of the closure of the mediation procedure, specifying the date of closure, the outcome of the mediation and, in the event of a settlement, the total or partial nature thereof.

3. Notification of the outcome of the proceedings to the Court and all information relating thereto are strictly confidential. The Court will do its utmost to keep them in the best possible conditions of security, so as to prevent any disclosure, except to the extent necessary if legal proceedings are instituted in connection with the execution of a settlement or if the law provides otherwise.

4. The Technical Committee, to which the matter has been referred by the Permanent Secretariat, shall in all cases notify the mediator of the solution.

Article 18: Agreement resulting from mediation

- 1) Where the parties reach an agreement on all or part of the dispute, the agreement shall be drawn up by the parties or by the Mediator at the request of the parties.
- 2) This agreement signed by the parties is binding and definitively puts an end to their dispute. The Mediator also signs the agreement as a witness.
- 3) At the joint request of the parties, the mediation agreement may be filed in the minutes of a notary with acknowledgement of writings and signatures. The notary shall issue, at the request of the interested party, a large copy or an enforceable copy. *
- 4) At the joint request of the parties or, failing that, at the request of the most diligent party, the mediation agreement may also be submitted to the competent court for approval or exequatur. The judge cannot change the terms of the agreement resulting from the mediation.
- 5) The parties may also ask an arbitral tribunal to transform their mediation agreement into an award by consent of the parties.

CHAPITRE III :

MISCELLANEOUS PROVISIONS

Article 19 : Limitation of Liability

- 1) The Court shall not be liable for any breach committed by any Mediator during a mediation conducted

under its auspices.

2) Except in cases of gross or deliberate misconduct, the Court cannot be held liable for the fault committed by its organs and one of its employees in the administration of mediation proceedings.

Article 20 : Dispute Resolution

Any dispute with the Court shall be the subject of a prior attempt at mediation in accordance with these Rules. Where mediation fails, the dispute will be resolved by the competent courts in Douala, which will apply Cameroonian law.

Article 21: Commencement

The present Rules were adopted by the Board of Directors at its session on November 6, 2024, and enter into force from that date.

ANNEX

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ANNEX: MEDIATION FEE SCHEDULE



MEDIATION

FEE SCHEDULE

(IN CFAF)

REGISTRATION FEES FOR A REQUEST

Up to 2 millions	25.000
From 2.000.000 to 10.000.000	50.000
Above de 10.000.000	100.000

ADMINISTRATIVE FEES

AMOUNT IN DISPUTE	ADMINISTRATIVE FEES
Up to 1.000.000	50.000
From 1.000.001 to 5.000.000	100.000
From 5.000.001 to 20.000.000	150.000
From 20.000.001 to 100.000.000	300.000
From 100.000.001 to 500.000.000	500.000
From 500.000.001 to 1.000.000.000	1.000.000
Above 1.000.000.000	1.500.000

MEDIATOR'S FEES

AMOUNT IN DISPUTE	MEDIATORS' FEES
Up to 1 000 000	10% with a minimum of 50 000 for up to 3 hours of meeting + 15 000 per extra hour
+1 000 001 to 5.000.000	100 000 for up to 4 hours of meeting + 25.000FCFA per extra hour
+ 5.000.001 to 20.000.000	150 000 for up to 4 hours of meeting + 30.000 F CFA per extra hour
+ 20.000.001 to 100.000.000	300 000 for up to 4 hours of meeting + 40 000 F CFA per extra hour
+ 100.000.001 to 500.000.000	750 000 for up to 10 hours of meeting + 60 000 F CFA per extra hour
+ 500.000.001 to 1.000.000.000	1.500.000 for up to 12 hours of meeting + 75 000 F CFA per extra hour
Above 1.000.000.000	2 000 000 With a maximum of 12 hours of meeting + 100 000 F CFA per extra hour

Note

Whether arbitration or mediation, the above fees do not include disbursements such as arbitrator travel expenses, accommodation, or subsistence, if applicable.

Request for technical opinion from the Court	From 25.000 CFAF
Training	(For reference)



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