CIDA Pool of Construction Mediators (Guidelines)

**Preamble**

In recognition of the increasing complexity and frequency of disputes in the construction industry, the Construction Industry Development Authority (CIDA) acknowledges the critical need for affordable, impartial, and efficient dispute resolution mechanisms. Among these, **mediation** stands out as a cost-effective, time-saving, and relationship-preserving method that encourages parties to collaboratively reach mutually acceptable solutions without resorting to adversarial litigation or arbitration. Standard Bidding Documents (SBDs) encourage contracting parties to first attempt **mediation** before escalating disputes, it has become imperative for CIDA to institutionalize a formal system to support this vital function.

Mediation not only empowers parties to retain control over the outcome but also supports the broader construction ecosystem by minimizing project delays, business relationships, and fostering a culture of dialogue and professionalism. The absence of a nationally recognized pool of competent mediators for construction-related disputes has long been felt across the industry. Therefore, the creation of such a pool fulfills a critical and long-standing vacuum in preserving the dispute resolution landscape of Sri Lanka’s construction sector.

The **Board of Management of CIDA has granted formal approval** (Board paper decision on2025/03/14 -25-02-4.2) to appoint a three-member expert panel to offer advice on the development of a policy framework and procedural roadmap for establishing a National Pool of Construction Mediators. The appointed panel comprises:

* **Emeritus Professor (Mrs) Chitra Weddikkara**
* **Chartered Engineer M.G. Hemachandra**
* **Chartered Quantity Surveyor Lalith Ratnayaka**

This expert panel is entrusted with formulating the **guidelines**, **procedural framework**, **eligibility criteria**, and **code of conduct** to ensure the mediators enlisted are professionally qualified, ethically grounded, and technically proficient to handle the complexities of construction disputes.

This initiative marks a significant milestone in strengthening the institutional mechanisms for dispute avoidance and resolution within the Sri Lankan construction industry, reinforcing CIDA’s commitment to upholding fairness, efficiency, and sectorial integrity.

**Eligibility Criteria to Apply for the CIDA Pool of Construction Mediators – CIDA**

**A** person is eligible for consideration if they meet the following minimum criteria:

1. **Educational/Professional Qualifications**:
   * Possess a **recognized degree** in a construction-related discipline **or**
   * Be a **corporate member** of a professional institute representing qualified persons under the CIDA Act or an attorney at law with experience in handling construction disputes
2. **Industry Experience**:
   * Have **at least 20 years of professional experience o**ut of which a **minimum of 5 years** must be specifically in:
     + Dispute avoidance
     + Mediating construction disputes
     + Contract negotiation
     + Amicable settlement
     + Advisory roles in resolving claims
3. **Clean Professional Record**:
   * No record of professional misconduct, disbarment, or unresolved complaints.
4. **Language Proficiency**:
   * Sufficient proficiency in **Sinhala or Tamil** and **English**, especially in communication and documentation.

**Assessment Criteria for Viva Voce Prior to Enlistment**

To ensure the suitability of candidates, a **panel viva voce** will assess candidates against the following **weighted criteria (100 marks)**:

| **Criterion** | **Description** | **Marks** |
| --- | --- | --- |
| Domain Knowledge | Understanding of construction contracts, law, and dispute mechanisms | 20 |
| Mediation Skills | Demonstrated skills in facilitation, negotiation, active listening | 20 |
| Ethical Understanding | Awareness of mediator impartiality, confidentiality, and neutrality | 15 |
| Communication Ability | Verbal clarity, empathy, and persuasive but neutral articulation | 15 |
| Past Experience | Verified experience in dispute resolution/mediation roles | 20 |
| Overall Suitability | Personality, demeanor, impartiality, and commitment to serve | 10 |

Candidates must score **a minimum of 65%** to be considered for enlistment.

**Ethical Principles for Construction Mediators**

1. **Neutrality and Impartiality**  
   A construction mediator shall remain neutral and impartial throughout the process, avoiding any real or perceived conflicts of interest that could compromise objectivity.
2. **Confidentiality**  
   A mediator shall maintain strict confidentiality regarding all proceedings, discussions, and documents related to the mediation, unless disclosure is legally required or agreed upon by all parties.
3. **Voluntariness**  
   A mediator shall ensure that participation in the mediation is entirely voluntary and free from coercion, pressure, or manipulation by any party.
4. **Competence**  
   Mediators shall only accept mediation assignments for which they possess the necessary knowledge, skills, qualifications, and experience, particularly in construction law and practices.
5. **Transparency**  
   A mediator shall disclose any prior relationship or involvement with any of the parties that could affect, or be perceived to affect, their impartiality.
6. **No Legal or Financial Advice**  
   Mediators shall not provide legal, financial, or technical advice during mediation and shall encourage parties to seek independent professional advice when necessary.
7. **Respect and Dignity**  
   A mediator shall treat all parties with equal respect and dignity, fostering a fair and respectful dialogue throughout the mediation process.
8. **Record Keeping**  
   Mediators shall maintain clear, concise, and confidential outcome of the mediation and discard information exchanged between parties.
9. **Integrity and Honesty**  
   Mediators shall conduct themselves with honesty and integrity at all times, avoiding any actions that may undermine the credibility of the mediation process.
10. **Informed Consent**  
    Mediators shall ensure that all parties fully understand the nature, purpose, and process of mediation before proceeding and obtain their informed consent.
11. **Avoiding Undue Influence**  
    Mediators must not allow any external influence, including personal, commercial, or organizational interests, to interfere with their professional judgment or conduct.
12. **Cultural and Social Sensitivity**  
    Mediators shall be sensitive to the cultural, religious, and social backgrounds of the parties and avoid any behavior or language that could be discriminatory or offensive.
13. **Professional Development**  
    Mediators should continually seek to improve their knowledge and skills through ongoing education, training, and participation in professional mediation networks.
14. **Avoiding Delay**  
    Mediators shall conduct the mediation process efficiently and avoid unnecessary delays while ensuring that each party has adequate time to express their views.
15. **Safeguarding the Mediation Process**  
    Mediators shall take reasonable steps to prevent abuse of the mediation process and ensure that it is used for its intended purpose—to facilitate mutual understanding and resolution.
16. **Termination of Mediation**  
    If it becomes apparent that continued mediation is futile or inappropriate, the mediator shall have the responsibility to bring the process to a close in a respectful and professional manner.
17. **Non-Discrimination**  
    Mediators shall not discriminate against parties based on race, gender, nationality, disability, age, religion, political opinion, or any other status.
18. **Feedback and Complaints**  
    Mediators should be open to feedback and willing to address any concerns or complaints about their conduct through established grievance mechanisms.
19. **Upholding Professional Standards**  
    Mediators shall comply with all applicable laws, regulations, and codes of conduct established by the relevant mediation authorities or institutions.

Violations will lead to **disciplinary action** including warnings, suspension, or removal from the pool.

**Rules of Mediation**

These Rules govern mediation proceedings administered by the Construction Industry Development Authority (CIDA) under its official **Pool of Construction Mediators**, intended to provide a fair, neutral, efficient, and cost-effective process to resolve construction-related disputes in Sri Lanka.

**1. Request for Mediation**

1.1. A party seeking to initiate mediation shall submit a written **Request for Mediation** to the Mediation Secretariat at CIDA, accompanied by:

* Names and contact details of the parties involved.
* Case summary of the dispute.
* Copies of the relevant contract or agreement, if any.
* Preferred language, location, and scope of mediation.
* Proof of payment of the prescribed **Mediation Filing Fee**.

1.2. The Secretariat shall notify the opposing party and invite them to consent to the mediation within **14 calendar days** of receipt.

**2. Appointment and Replacement of Mediator**

2.1. Upon mutual consent of the parties, a mediator shall be appointed from the **CIDA Pool of Enlisted Construction Mediators**. The mediators will mutually agree in appointing for co-mediation.

2.2. If the parties cannot agree within **7 working days**, the Secretariat shall appoint a mediator, considering:

* Subject-matter expertise
* Language and geographical suitability
* Declaration of independence and impartiality
* Consent of the disputants involved.

2.3. A mediator may be replaced in the event of:

* Voluntary withdrawal due to health or personal reasons.
* Request by either party based on reasonable grounds of bias or conflict of interest.
* Non-performance or prolonged unavailability.

2.4. Any replacement shall not invalidate prior proceedings unless the new mediator deems it necessary to repeat parts of the process.

**3. Agreement to Mediate**

3.1. The parties shall sign an **Agreement to Mediate** within 14 days, which includes:

* Commitment to participate in good faith.
* Confidentiality clause.
* Mediator’s authority and fee arrangements.
* Rules governing the mediation.
* Date, time, and place of mediation.

3.2. The Agreement to Mediate is voluntary.

**4. Case Summary and Documents**

4.1. Each party shall submit a **Case Summary** to the mediator and the Secretariat not less than **7 calendar days** prior to the first session. This should include:

* Chronology of facts.
* Key issues in dispute.
* Relief sought.
* Supporting documentation.
* Parallel attempts of resolution in force, if any

4.2. The mediator may request additional documents or clarification as needed.

**5. Mediation Fee**

5.1. The **mediation fee structure** shall include:

* Filing fee (non-refundable).
* Mediator’s fee (fixed/hourly or daily rate).
* Administrative fee payable to CIDA.
* Disbursements (venue, translation, travel, etc.)

5.2. Costs shall be shared equally unless otherwise agreed by the parties.

5.3. Advance deposits shall be collected prior to the commencement of mediation.

**6. Commencement and Postponement of Mediation Session**

6.1. Mediation shall formally commence on the date agreed by the parties or as set by the mediator, not later than 21 **days** from the date of appointment or signing the **Agreement to Mediate**, which is earlier.

6.2. Either party may request a **postponement** for valid reasons with at least **3 days’ notice**, subject to the mediator’s discretion.

6.3. Unjustified absence or non-cooperation by a party may result in termination of mediation and imposition of costs.

**7. Cancellation and Withdrawal**

7.1. Either party may **withdraw from mediation** by giving written notice to the Secretariat and the other party.

7.2. Upon withdrawal:

* The mediator shall prepare a **Final Status Report**.
* CIDA may retain the fees paid or adjust based on the stage of mediation.

7.3. If the mediator deems the process futile or unethical to proceed, they may recommend **termination** after consulting the parties.

**8. Mediation Sessions**

8.1. Mediation shall be **informal, flexible, and party-driven**, held in private.

8.2. Sessions may be conducted:

* In person, online, or hybrid mode.
* In joint or caucus format (private sessions with each party).

8.3. The mediator shall facilitate discussion but shall not impose decisions.

**9. Settlement Agreement**

9.1The parties shall endeavor to resolve the dispute and reach as settlement within 30 Days from the commencement of mediation unless extended with mutual consent

9.2. If a settlement is reached, the parties shall sign a **Settlement Agreement**, drafted by mutual consent.

9.3. The agreement may include:

* Monetary or non-monetary terms.
* Timelines and conditions.
* Mechanisms for follow-up or enforcement.

9.4. The signed agreement is binding and may be presented in court as evidence of settlement.

9.5. Settlement agreement should be drafted by the parties and may involve parties’ experts who

participated in the mediation, if any.

9.6. CIDA may assist drafting the settlement agreement if parties requested to do so.

9.7. Settlement agreement shall not be signed by the mediator.

**10. Confidentiality**

10.1. Mediation proceedings are **strictly confidential**.

10.2. No statement made or document disclosed shall be admissible in court or arbitration unless:

* Required by law.
* With express written consent of all parties.

10.3. The mediator shall not be summoned as a witness in any subsequent proceedings.

**11. Stay of Proceedings**

11.1. If legal or arbitral proceedings are ongoing, the parties may request a **stay** during mediation, with

court or tribunal approval where required.

11.2. Parties shall disclose the existence of such proceedings at the time of request.

**12. Mediator’s Role, Immunity, and Liability**

12.1. The mediator shall:

* Act impartially, ethically, and diligently.
* Facilitate dialogue and explore settlement options.
* Avoid giving legal or binding advice unless jointly requested in writing.

12.2. The mediator shall not be liable for any act or omission in the course of mediation, except in cases of proven misconduct.

12.3. CIDA and its staff administering mediation shall also be granted **institutional immunity**.

**13. Without Prejudice Communications**

1. All oral and written statements, admissions, offers, views, or proposals made by any party, their representatives, or the mediator during the course of the mediation shall be deemed made **“without prejudice”** and shall be **legally privileged and confidential**.
2. Such statements shall **not be admissible** in any arbitral, judicial, or administrative proceedings as evidence, except where:
   * a written settlement agreement is reached and signed by the parties,
   * a disclosure is required by law (e.g., for prevention of harm or fraud),
   * all parties provide written consent to disclose specific information.
3. The parties agree not to subpoena or otherwise require the mediator or any person involved in the administration of the mediation to testify or produce records in any forum concerning any aspect of the mediation.
4. The intention of this clause is to encourage free, open, and candid dialogue in mediation sessions without fear of prejudicing legal rights or positions in other forums.
5. The protection under this clause continues to apply even after the conclusion, cancellation, or termination of the mediation process.

Mediators appointed under this process shall recognize and uphold the fundamentally distinct nature of mediation, which is voluntary, facilitative, and interest-based, in contrast to the adjudicative or determinative roles assumed in arbitration or adjudication. Mediators who have previously served as adjudicators or arbitrators shall not replicate, imitate, or import the practices, posture, language, attire, or authority-driven demeanor typically associated with those roles.

**14. Record Keeping and Reporting**

14.1. The Secretariat shall maintain records of:

* Appointment and outcome of mediations.
* Feedback forms and complaint logs.
* Statistical data for quality assurance.

14.2. No confidential content of the mediation shall be stored without party consent.

**15. Feedback and Complaint Handling**

15.1. Parties may submit **feedback** on mediator conduct or process integrity.

15.2. A designated **Review Panel** at CIDA shall handle:

* Complaints against mediators.
* Breach of code of conduct.
* Requests for investigation.

**16. Amendments to the Rules**

16.1. CIDA reserves the right to amend these rules periodically to reflect:

* Legal reforms.
* Stakeholder feedback.
* Best practices in mediation.

16.2. Any amendments shall not affect mediations already commenced unless agreed by the parties.

**17. Panel Maintenance**  
**17.1 Mediators must:**

* Maintain CPD hours and periodic re-certification.
* Adhere to the **CIDA Code of Ethics for Mediators**.
* Declare any conflict of interest before or during mediation.

**17.2. Diversity and Inclusion**  
CIDA encourages gender-sensitive and inclusive mediator appointments, especially in public construction disputes.

**17.3. Multi-party Mediation**  
Special provisions may apply for complex, multi-party disputes involving subcontractors, consultants, and public authorities.

**17.4. Co-mediation or Expert Support**  
Where appropriate, co-mediators or subject-matter experts may be appointed to assist the process with party consent.

**17.5. Link to Adjudication/Arbitration**  
Mediation under these rules may serve as a **step in a tiered dispute resolution clause**, with referral to adjudication or arbitration if unsuccessful.

**Short-Term Intensive Training Course on Construction Mediation**

To standardize practice, all shortlisted candidates who has not followed formal mediation programme must complete a **5-day certified training program**.

**Course Duration: 5 days (40 hours)**

**Delivery: Hybrid (Classroom + Case-based + Role play)**

**Certification: Certificate in Construction Mediation (CIDA)**

**Proposed Curriculum**

| **Module** | **Topics Covered** | **Hours** |
| --- | --- | --- |
| 1. Fundamentals of Mediation | Definitions, types, advantages, CIDA model | 4 |
| 2. Construction Law for Mediators | Contracts, claims, FIDIC, domestic regulations | 6 |
| 3. Negotiation Techniques | Positional vs. interest-based negotiation, BATNA | 6 |
| 4. Mediation Process | Stages: Opening, exploration, caucus, closure | 6 |
| 5. Role Plays | Simulated disputes with feedback | 6 |
| 6. Ethics and Standards | Code of conduct, conflicts, confidentiality | 4 |
| 7. Case Study Analysis | Review of local and international cases | 4 |
| 8. Practical Assessment | Real-time facilitation exercise + oral review | 4 |

**CALL FOR EXPRESSIONS OF INTEREST (EOI)**

**Enlistment in the CIDA Pool of Construction Mediators**

The **Construction Industry Development Authority (CIDA)**, established under Act No. 33 of 2014, invites qualified and experienced professionals to express their interest in joining the **CIDA Pool of Construction Mediators** to assist in the amicable settlement of disputes in the construction sector.

**Eligibility Criteria**

Applicants must satisfy the following minimum requirements:

* Hold a recognized **degree in a construction-related field** or be a **corporate member of a professional institute** representing qualified persons under the CIDA Act or an attorney at law with exposure in handling construction related disputes.
* Possess at least **20 years of experience**, of which **a minimum of 5 years** must be in:
  + Dispute avoidance,
  + Mediation or negotiation,
  + Amicable settlement of contractual issues.
* Maintain a clean professional record with no disciplinary actions.

**Selection Procedure**

Shortlisted applicants will be called for a **viva voce interview** to assess suitability based on domain knowledge, mediation skills, communication ability, ethical understanding, and practical experience. Selected candidates will be required to complete a **certified short-term training program** on construction mediation prior to formal enlistment unless the candidate has no previous training or accreditation from an internationally acclaimed institute in mediation.

**Scope and Expectations**

Enlisted mediators will:

* Facilitate voluntary, confidential, and impartial dispute resolution,
* Uphold the **Code of Ethics for Mediators**,
* Comply with regulations prescribed under the **CIDA Mediation Framework**,
* Be available to undertake assignments as per CIDA’s case allocations.

**How to Apply**

Interested professionals are requested to submit the following:

1. A detailed **Curriculum Vitae** with proof of qualifications and experience,
2. A one-page **cover letter** expressing interest and suitability,
3. Copies of **relevant certifications and memberships**,
4. Any supporting documents relating to mediation or dispute resolution experience.

Applications must be sent under the subject line **“Expression of Interest – Construction Mediator Pool”** to:

**Chairman,  
Construction Industry Development Authority (CIDA),  
“Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.**  
Email: [cidadisd@gmail.com]  
Deadline: [*15th August 2025*]

Only shortlisted candidates will be contacted.

**Proposed Timeline and Responsibility Allocation (6 Months Rollout Plan)**

| **No.** | **Milestone / Activity** | **Timeline** | **Responsible Entity** |
| --- | --- | --- | --- |
| 1 | **Obtain BOM Approval for Project Concept and Expert Panel Appointment** | Week 1 | Chairman, CIDA / BOM |
| 2 | **Appoint Expert Advisory Panel (3–5 specialists in ADR, legal, and construction)** | Week 2 | DG – CIDA |
| 3 | **Conduct Kick-Off Meeting (Internal + Expert Panel)** | Week 3 | D (ISD) |
| 4 | **Finalize Eligibility Criteria, Assessment Method, Code of Conduct, and Training Framework** | Weeks 4–5 | Expert Panel |
| 5 | **Draft Regulations for Mediation Pool and Service Protocol** | Weeks 6–7 | Legal Division / Expert Panel /  D (ISD) |
| 6 | **Prepare Draft Training Curriculum (Short-term Certified Course)** | Weeks 6–7 | CHPB / Expert Panel / Validation Committee |
| 7 | **Finalize and Approve EOI Advertisement** | Week 8 | D (ISD) / Expert Panel |
| 8 | **Publish Advertisement (Newspapers, Website, Notices)** | Week 9 | D(ISD) /HR Division |
| 9 | **Application Period & Inquiries Window** | Weeks 9–11 | D(ISD) |
| 10 | **Shortlisting Based on Minimum Criteria** | Week 12 | Expert Panel |
| 11 | **Conduct Viva Voce Interviews for Final Selection** | Weeks 13–14 | DG – CIDA /D(ISD) |
| 12 | **Finalize Pool and Notify Selected Candidates** | Week 15 | DG – CIDA /D(ISD) |
| 13 | **Identify and Finalize Trainers for the Mediation Course** | Week 15 | CHPB / Expert Panel |
| 14 | **Launch and Conduct Certified Training Program (5 days)** | Weeks 16–17 | CHPB |
| 15 | **Certify Trained Mediators and Enlist Official Pool** | Week 18 | DG / D(ISD) |
| 16 | **Public Announcement of Mediation Services Launch** | Week 19 | Chairman / WD |
| 17 | **Operationalize Central Mediation Registry** | Week 20 | D(IT) / D(ISD) |
| 18 | **Finalize Mediation Regulations and Submit for Act Revisions (if required)** | Weeks 20–22 | Legal Division / D(ISD) |
| 19 | **Follow-up with Ministry on Legal Drafts / Amendment Progress** | Weeks 23–24 onward | CIDA Legal / D(ISD) |
| 20 | **Monitor and Evaluate Mediator Performance + Client Feedback Mechanism** | Month 6 onwards | Enforcement & Monitoring Division |

Applicants are advised to refer to the “Rules for Accreditation of Mediators” which can be accessed via “**Construction Industry Development Authority”** on this site.

**APPLICATION FOR ENLISTMENT IN THE NATIONAL POOL OF CONSTRUCTION MEDIATORS**

To:

Construction Industry Development Authority

“Savsiripaya”

No.123, Wijerama Mawatha,

Colombo-7,Sri Lanka

**PERSONAL INFORMATION**

Name : ……………………………………………………………………………………………………………

Address :……………………………………………………………………………………………………………

National Identity Card No. ……………………..

Contact details:

Mobile telephone number/s : ……………………..

Email address : ……………………..

Profession : ……………………………………………………………………………………………………………

Current employment: ………………………………………………………………………………………………………………

A brief account of current engagements : ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

**ELIGIBILITY**

1. Name of the internationally recognized Institution at which you completed training as a mediator and the title of the course followed :

…………………………………………………………………………………………………………………………………

*(Please attach a copy of the course curriculum and a certified copy of the results of the Evaluation from this Institution)*

1. Details of how the knowledge of techniques and skills and the experience as a mediator has been maintained: *Please submit the information requested in cages 2.1, 2.2 and 2.3 and attach relevant documents.*
   1. Details of Training programme/s followed in the immediately preceding 12 months:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Institution conducting the programme** | **Title of the programme** | **Dates of the programme** | **Result of Evaluation** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

* 1. Number of disputes mediated within the past 12 months :

|  |  |  |
| --- | --- | --- |
| **Name of Center that administered the mediation** | **Number of disputes mediated** | **Dates of the mediation** |
|  |  |  |
|  |  |  |
|  |  |  |

* 1. Details of any refresher programmes conducted by the IADRCthat were followed:

|  |  |  |
| --- | --- | --- |
| **Title of the refresher programme** | **Dates of the programme** | **Result of Evaluation** |
|  |  |  |
|  |  |  |
|  |  |  |

1. Knowledge of the Code of Conduct of the CIDA for Mediators:

I have read and understood the provisions of the Code of Conduct and the obligations of the mediator in terms of the Code and I confirm my willingness to abide by the Code, in the event that I am granted enlisted

………………………………………………………

Signature of Applicant

1. Knowledge of the Mediation Rules of the CIDA:

I have read and understood the CIDA mediation Rules and confirm my willingness to abide by the Rules, in the event that I am granted accreditation.

…………………………………………………………………

Signature of Applicant

**CERTIFICATION**

I hereby certify that the information set out above is true and accurate.

………………………………………………………………………………

Signature of Applicant

Date …………………………

**2. AGREEMENT BETWEEN CIDA AND ENLISTED MEDIATOR**

**Mediation Agreement**

This Agreement is made on this \_\_\_ day of \_\_\_\_\_\_\_\_**, 20\_\_**, between:

**Construction Industry Development Authority (CIDA)**, a statutory institution under Act No. 33 of 2014, having its principal office at "Savsiripaya", 123, Wijerama Mawatha, Colombo 07, hereinafter referred to as “CIDA” and;

**[Name of Mediator]**, residing at [Address], hereinafter referred to as the “Mediator.”

**1. Appointment** CIDA hereby enlists the Mediator to the National Pool of Construction Mediators, subject to the terms and conditions herein.

**2. Scope of Work** The Mediator agrees to undertake mediation assignments as directed by CIDA, under the CIDA Mediation Guidelines.

**3. Ethics and Conduct** The Mediator shall observe the Code of Conduct and maintain confidentiality, impartiality, and integrity at all times.

**4. Fees and Reimbursement** Fees shall be paid as per CIDA-approved rates. Reimbursements shall be claimed only with valid supporting documentation.

**5. Term and Termination** This Agreement remains valid for three (3) years, renewable, unless terminated earlier for misconduct or inactivity.

**6. Dispute Resolution** Any dispute arising under this Agreement shall be resolved through mutual consultation or arbitration.

Signed: For CIDA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_

Mediator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_

**3. TEMPLATE SETTLEMENT AGREEMENT (WITHOUT PREJUDICE)**

**CONFIDENTIAL MEDIATION SETTLEMENT AGREEMENT**   
(*Without Prejudice and Subject to Contract*)

This Settlement Agreement is made on this \_\_\_ day of \_\_\_\_\_\_\_\_\_**, 20** at [Location].

**Between:**

1. [Party A] of [Address] ("Party A")
2. [Party B] of [Address] ("Party B")

**Whereas:** A dispute arose concerning [brief description of the dispute], and the parties agreed to mediate under the CIDA framework.

**Now It Is Agreed As Follows:**

1. The Parties have reached full and final settlement of all matters arising from the dispute.
2. The terms of settlement are as follows:
   * [Insert agreed terms clearly and in numbered format]
3. This Agreement is binding upon both parties and enforceable under the applicable laws.
4. Each party bears its own costs unless otherwise stated.

**Confidentiality:** All mediation communications remain confidential and shall not be disclosed to third parties.

**Execution:** Signed on behalf of Party A: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of Party B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnessed by Mediator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Eligibility Criterion for the Training Pool**

**1. Academic and Professional Qualifications**

* A **recognized degree** in law, construction management, engineering, quantity surveying, or a related field.
* A **postgraduate qualification** (desirable) in dispute resolution, mediation, arbitration, or construction law.
* **Accreditation** or certification from a recognized body (local or international) in mediation (e.g., CMC (UK), IMI, CIArb, Singapore Mediation Centre, etc.).

**2. Professional Standing**

* **Chartered or Corporate Membership** of a recognized professional institute such as:
  + Institution of Engineers Sri (IESL)
  + Sri Lanka Institute of Architects (SLIA)
  + Institute of Quantity Surveyors Sri Lanka (IQSSL)
  + Bar Association of Sri Lanka (BASL)
  + Chartered Institute of Arbitrators (CIArb)
  + Any international mediation body (e.g., CEDR, IMI)

**3. Practical Experience**

* **Minimum 15 years** of industry experience in the construction sector (engineering, contracting, consulting, project management, legal practice).
* **At least 5 years** of practical experience in:
  + Construction dispute resolution
  + Mediation or negotiation
  + Amicable settlement of claims and conflicts
  + Facilitating multi-party discussions in complex technical environments

**4. Teaching and Training Credentials**

* Proven experience in **delivering training or workshops**, ideally in dispute resolution, construction law, project management, or contracts.
* Experience in **curriculum design** for adult learners or professional development programs.
* Familiarity with **interactive and simulation-based training** methods (e.g., role plays, case studies, mock mediation).

**5. Skills and Competencies**

* Deep understanding of **CIDA Act No. 33 of 2014**, local contract practices (ICTAD/SBDs), and relevant legal frameworks.
* Excellent communication, neutrality, and facilitation skills.
* Ethical conduct and ability to maintain confidentiality and impartiality.

**6. Preferred Attributes**

* Registered or empaneled **mediator or trainer** with institutions such as CHPB, CIDA, the Ministry of Justice, or international ADR bodies.
* Experience in **online and hybrid training delivery** modes.
* Publications, research, or presentations in dispute resolution or construction law.

**Appendix A: Mediation Filing Form (Request for Mediation)**

**CIDA Construction Mediation: Request for Mediation**

| **Section** | **Information** |
| --- | --- |
| 1. Applicant Details | Name:  Address:  Contact Number:  Email:  Role in Contract: (e.g., Contractor/Client) |
| 2. Respondent Details | Name:  Address:  Contact Number:  Email:  Role in Contract: |
| 3. Nature of Dispute | Brief Summary (200–300 words): Value of Dispute: Contract Reference/Clause: |
| 4. Relief Sought | Summary of desired resolution: |
| 5. Supporting Documents | (tick all attached): □ Contract/Agreement □ Correspondence □ Claim Summary □ Technical Reports |
| 6. Language and Venue Preference | Language:  Preferred Location of Mediation: |
| 7. Signature | Applicant’s Signature: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_ |
| 8. Fee Payment | Receipt No.: \_\_\_\_\_\_\_ Amount: \_\_\_\_\_\_ Date Paid: \_\_\_\_\_\_ |

**Appendix B: Standard Agreement to Mediate**

**AGREEMENT TO MEDIATE**

This Agreement is made on this \_\_\_ day of \_\_\_\_\_\_\_\_**, 20**, between:

**Party A**: [Name, Address]  
**Party B**: [Name, Address]  
**Mediator**: [Name from CIDA Pool]  
**Administered by**: Construction Industry Development Authority (CIDA)

**Terms:**

1. **Purpose**: To resolve the dispute amicably via mediation facilitated by the Mediator.
2. **Voluntary Participation**: All parties agree to participate in good faith.
3. **Confidentiality**: All discussions, documents, and disclosures shall be confidential.
4. **Mediator’s Role**: Neutral facilitator; not a judge or legal advisor.
5. **Costs**: Shared equally unless otherwise agreed. CIDA to invoice separately.
6. **Settlement**: If agreement is reached, it shall be recorded and signed as a binding contract.
7. **Termination**: Any party may withdraw by giving written notice.
8. **Governing Law**: Sri Lankan law.

**Signatures:**

| **Name** | **Signature** | **Date** |
| --- | --- | --- |
| Party A | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ |
| Party B | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ |
| Mediator | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ |
| CIDA Secretariat Rep | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ |

**Appendix C: Fee Schedule and Refund Policy**

**Fee Structure *(All fees in LKR)***

| **Item** | **Description** | **Amount** |
| --- | --- | --- |
| Filing Fee | Non-refundable, per case | 5,000 |
| Mediator Fee | Per session (max 4 hrs) | 20,000 |
| Additional Hours | Per hour beyond session | 5,000 |
| Administrative Fee | Fixed per mediation | 10,000 |
| Travel Allowance | If mediator travels outside district | As per govt. rates |
| Document Copying | Optional, per page | 10 |

**Refund Policy**

* **100% Refund**: If withdrawal occurs before mediator appointment.
* **50% Refund**: If mediator appointed but mediation not commenced.
* **No Refund**: After mediation commences.

**Appendix D: Feedback and Complaint Form**

**CIDA Construction Mediation Feedback/Complaint Form**

| **Section** | **Details** |
| --- | --- |
| 1. Mediation Case Ref. No. | \_\_\_\_\_\_\_\_\_\_\_\_ |
| 2. Your Role | □ Party A □ Party B □ Lawyer □ Other |
| 3. Feedback Type | □ General Feedback □ Complaint □ Suggestion |
| 4. Mediator Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 5. Details | (describe issue or experience) |
| 6. Desired Action | □ Acknowledgement □ Review □ Disciplinary Inquiry □ No Action |
| 7. Declaration | I declare this information is true and accurate to the best of my knowledge. |
| Signature | \_\_\_\_\_\_\_\_\_\_\_ |
| Date | \_\_\_\_\_\_\_\_\_\_\_ |

**Appendix E: Settlement Agreement Template**

**CIDA Construction Mediation Settlement Agreement**

This Settlement Agreement is made on the \_\_\_ day of \_\_\_\_\_\_\_\_**, 20---**, between:

**Party A**: [Name, Address]  
**Party B**: [Name, Address]

**Mediator**: [Name]  
**CIDA Reference No**: \_\_\_\_\_\_\_\_\_

**Recitals**

WHEREAS, the Parties participated in a mediation facilitated by the Mediator under the auspices of the Construction Industry Development Authority (CIDA);  
AND WHEREAS, the Parties have reached a full and final settlement of the dispute described in the Request for Mediation;

NOW, THEREFORE, the Parties agree as follows:

**1. Settlement Terms**

[List clearly each term, monetary or non-monetary, e.g.:]  
1.1 Party A agrees to pay LKR \_\_\_\_\_\_ to Party B by [date].  
1.2 Party B agrees to withdraw all claims in [project/contract name].  
1.3 Both parties agree to perform joint inspection by [date], etc.

**2. Confidentiality**

This agreement and its terms shall remain confidential except as required by law or for enforcement.

**3. Finality**

This agreement constitutes the full and final settlement of all claims between the parties arising from the underlying dispute.

**4. Enforcement**

This agreement may be presented in a court of law as evidence of settlement.

**Signatures:**

| **Name** | **Signature** | **Date** |
| --- | --- | --- |
| Party A | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ |
| Party B | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ |
| Mediator | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ |
| CIDA Witness (optional) | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ |