



ICAMEK

International Centre
for Arbitration and
Mediation in Kampala

**CONCILIATION
RULES**

2026

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PART I

PRELIMINARY

These Rules will be cited as the International Centre for Arbitration & Mediation in Kampala (Conciliation) Rules 2026.

Scope of application

The Rules apply to any dispute where parties have agreed that disputes or differences between them shall be referred to Conciliation under the International Centre for Arbitration & Mediation in Kampala (Conciliation) Rules 2026.

- a) Such disputes or differences shall be settled in accordance with these Rules subject to such modification as the parties may agree.
- b) Where the parties have agreed to submit their disputes to Conciliation under the Rules, they shall be deemed to have submitted them to the Rules in effect on the date when the Secretariat received the request.

RULE 1 Definitions

In these Rules:

- a) 'Center' is the International Centre for Arbitrators & Conciliators in Kampala "ICAMEK".
- b) 'Agreement' is any agreement between the parties embodying a submission of present or future disputes to conciliation.
- c) 'Conciliation' is a process in which parties to a dispute with the assistance of a neutral third party ('the Conciliator') identify the disputed issues, develop options, consider alternatives and endeavour to reach an agreement. The conciliator may have an advisory role in regard to the content of the dispute or the outcome of its resolution, but not a determinative role. The Conciliator may advise on or determine the process of conciliation whereby resolution is attempted, and may make suggestions or give advice on terms of settlement.

- d) 'the costs of the reference' includes the fees and expenses of a Conciliator or Nominee, any Nomination Fee or other fee payable to the the International Centre for Arbitrators & Conciliators in Kampala"ICAMEK or other nominating body, and costs for such things as room hire and transcript.
- e) 'Days' means normal working days and shall exclude Saturdays, Sundays and public holidays.
- f) 'The Dispute' means the disputed issues which are referred to conciliation.
- g) 'Nominee' means a Conciliator who has been nominated by the Centre or agreed by the parties but who has not entered on the Request for Conciliation.
- h) 'Preliminary Meeting' means a meeting appointed to deal with procedural or administrative matters in connection with conciliation of the Dispute.
- i) "Secretariat" means the International Centre for Arbitration & Mediation in Kampala (ICAMEK) Secretariat.

RULE 2 Commencement of the Conciliation Proceedings.

1. Where there is a prior agreement to refer to these Rules, any party or parties wishing to commence Conciliation proceedings shall submit a written Request for Conciliation to the Registrar.
2. Where there is no prior agreement to conciliate or a contract providing for conciliation:
 - a) A party may file a Request to the Centre to invite any respondent to agree to participate in a conciliation process.
 - b) The respondent shall reply to the Request for Conciliation under paragraph 2(a) through a written notice to the registrar indicating whether the party accepts or rejects the Request for Conciliation.
 - c) The Conciliation process shall commence within fifteen (15) days from the date on which the respondent communicates acceptance to the invitation to conciliate or within such other period of time as agreed between the parties and the Centre.

- d) If the respondent to a dispute rejects the invitation to conciliate or if the Centre does not receive a reply within the period specified in this Rule; the Centre shall inform the party initiating the invitation to conciliate of this fact.

RULE 3: Request for Conciliation

1. The Request for Conciliation shall include the following:
 - a) The names, address, emails and the telephone contact details of the parties and their respective representatives;
 - b) Identification of the Conciliation agreement /clause that is invoked, unless there is no prior agreement to conciliate;
 - c) A reference to the contract or other legal instrument out of, or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - d) A brief description/explanation of the nature of the claim and an indication of the amount involved, if any, and the specific relief sought by a party.
2. The Request for Conciliation may include a suggestion as to the Conciliator's qualifications.
3. The Request for Conciliation and the enclosed documents shall be submitted in as many copies as there are parties, as well as one copy per Conciliator and one copy for the Secretariat.
4. The Request for Conciliation shall be accompanied by the registration fees set out in the Second Schedule

RULE 4: Authority and Representation

1. A party to Conciliation may be represented by any persons chosen by the party. The names and role of such persons must be disclosed to the Centre and all parties before the commencement of the Conciliation proceedings.
2. Where a person is to act as a representative of a party, the Conciliator may at any time, on his or her own initiative or at the request of any party, require proof of authority granted to the representative in such a form as the Conciliator may determine.

3. The representative selected under paragraph (1) shall sign an undertaking to abide by the directions set by the Conciliator, the Centre's Code of Conduct and Guidelines issued from time to time.

RULE 5 Appointment of Conciliator

1. The conciliation shall be conducted by a sole Conciliator unless the parties agree in writing to the appointment of more than one Conciliator.
2. The parties may jointly designate the Conciliator or agree upon a mechanism for the appointment of the Conciliator.
3. Where the parties have not agreed on the identity of the Conciliator, or where appointment has not been made pursuant to paragraph (2) within the period agreed by the parties or, failing such agreement, within fifteen (15) days from the commencement of conciliation, the Conciliator shall be appointed by the Centre from amongst the Centre's qualified Conciliators.
4. A person nominated or appointed as Conciliator shall accept the appointment in writing. Within seven (7) days of accepting nomination or appointment, the Conciliator shall notify the parties of the time and place of a preliminary meeting in accordance with these Rules.
5. Upon acceptance of appointment and agreement by the parties to any conditions communicated under paragraph (5), the Conciliator shall be deemed duly appointed and the conciliation proceedings shall proceed in accordance with these Rules.
6. If a Conciliator resigns, becomes incapacitated, declines appointment, or is otherwise unable to perform the functions of Conciliator, a replacement shall be appointed in accordance with this Rule.

RULE 6 Application of Rules

- (1) These Rules are subject to any law which governs conciliation in the place where the conciliation is held, and to any agreement between the parties in relation to the conciliation process.
- (2) Otherwise, where the parties to a dispute have agreed to conciliation in accordance with these Rules, they are thereby bound to comply with these Rules unless any part thereof is held to be void or voidable, in which case that part shall be severed from the remainder of the agreement.

RULE 7 Confidentiality

- (1) The Conciliator, the parties and all advisers and representatives of the parties shall:
 - a) except as provided in paragraph 2 of this Rule, keep all information disclosed during the conciliation process confidential;
 - b) not use any information disclosed during the conciliation process for any purpose other than the conciliation;
 - c) if requested by the Conciliator or a party to do so, sign Confidentiality Agreements in the terms of this Rule.

- (2) The obligation of confidentiality under sub-paragraph a of paragraph 1 above shall apply except:
 - a) if disclosure is compelled by law;
 - b) to the extent necessary to give effect to the Agreement, or to enforce any agreement to settle or resolve the whole or any part of the Dispute;
 - c) where disclosure is only of the occurrence of the conciliation (and not any communication during the conciliation), and the occurrence of the conciliation is relevant to subsequent arbitral, adjudicative or judicial proceedings relating to the Dispute.

RULE 8: Impartiality and Independence

1. Every prospective Conciliator shall immediately confirm in writing to the Centre any facts or circumstances which might affect or call into question his or her impartiality, independence or may be perceived to create a conflict of interest. The Centre shall promptly inform the parties of such disclosure.

2. If, during the course of the Conciliation, a Conciliator becomes aware of any facts or circumstances that might call into question his independence or impartiality in the eyes of the parties, the Conciliator shall disclose those facts or circumstances to the parties in writing without delay. If within 7 days from the disclosure, a party objects to the continued participation of the Conciliator the Centre shall replace the Conciliator.

RULE 9 Role of the Conciliator

1. The Conciliator shall be independent of, and act fairly and impartially as between the parties.
2. The Conciliator shall assist the parties to negotiate between themselves a mutually acceptable resolution of the Dispute, by:
 - a) helping the parties to identify and define the issues in dispute;
 - b) helping the parties to develop a procedure which is aimed at achieving resolution of the Dispute quickly, fairly and cost-effectively;
 - c) where appropriate, suggesting particular dispute resolution techniques for individual issues aimed at narrowing the issues in dispute quickly, fairly and cost-effectively;
 - d) acting as the facilitator of direct negotiations between the parties.
3. During the conciliation process, the Conciliator may convene such meetings between the parties (hereafter respectively called Conciliation Meetings) as the Conciliator considers appropriate, for the purpose of:
 - a) identifying and defining the issues in dispute,
 - b) resolving or narrowing the issues in dispute, on terms acceptable to the parties.
4. During the conciliation process, the Conciliator may, in his or her unfettered discretion, communicate and discuss the Dispute privately with any of the parties or their representatives or advisers. The Conciliator shall preserve absolute secrecy of the content of any such communication, and shall not expressly or impliedly convey the content of such communication (or part thereof) unless specifically authorised to do so.
5. Unless otherwise agreed by the parties, a Conciliator may also exercise the additional functions set out in sub-paragraphs a, b and/or c below if the Conciliator considers that the exercise of those functions will assist the parties in resolving the Dispute.
 - a) make suggestions for settlement of the Dispute;
 - b) express opinions as to what would constitute a reasonable resolution of the Dispute, or any part thereof;
 - c) if the conciliation is terminated pursuant to Rule 8, the Conciliator may within seven (7) days of notice of termination provide a written report to the parties expressing the Conciliator's opinion of what would constitute a reasonable resolution of the Dispute, or any part thereof.

RULE 10 Role of the Parties

1. The parties shall do all things reasonably necessary for the proper, expeditious and cost effective conduct of the conciliation.
2. Without limiting the generality of paragraph 1, each party shall:
 - a) participate bona fide in the Conciliation process;
 - b) comply without delay with any direction made on procedural matters;
 - c) if not appearing in person:
 - I. be represented at any Preliminary Meeting by a person or persons with authority to agree on procedural matters;
 - II. be represented at any Conciliation Meeting by a person or persons with full and unfettered authority to settle the Dispute unless, prior to the Conciliation Meeting, it has disclosed to the Conciliator and each other party the nature of any limitation on that authority and the procedure required to obtain that party's approval to settle the Dispute.

RULE 11 Termination of the Conciliation

1. The Conciliator may terminate the conciliation, by written notice to each of the parties, if the Conciliator forms the opinion that the further conduct of the process will not be productive in achieving a resolution of the Dispute.

RULE 12 Conduct of the Conciliation

1. As soon as the Conciliator has been appointed and the parties have paid the applicable fees and deposits in accordance with these Rules, the Conciliator shall convene a Preliminary Meeting, in person or by teleconference, to be held as soon as practicable after the reference of the dispute to conciliation, unless otherwise agreed by the parties.
2. The purpose of the Preliminary Meeting is for the parties, with the assistance of the Conciliator, to organise the conciliation process and, where appropriate, to reach agreement on matters including, but not limited to:
 - a. the place, dates, duration, and format of conciliation sessions;

- b. the procedure to be followed during the conciliation;
 - c. identification or formulation of the issues in dispute;
 - d. planning the manner in which negotiations shall proceed, including any timetable for the exchange of position papers or documents;
 - e. execution of confidentiality agreements by all persons participating in the process;
 - f. administrative and planning arrangements necessary for the conciliation to proceed, including the terms of appointment of the Conciliator;
 - g. fixing time limits relevant to the conduct of the conciliation;
 - h. clarification of the role of the Conciliator, including the extent of confidentiality owed to the parties;
 - i. determination of the language of the conciliation;
 - j. agreement on terms of engagement of the Conciliator, including arrangements regarding fees for cancellation, non-attendance, or adjournment;
 - k. arrangements concerning service and exchange of documentary material relevant to the conciliation;
 - l. consideration, where permitted by law and agreed by the parties, of appointing the Conciliator as arbitrator or requesting confirmation of a settlement in an arbitral award; and
 - m. any other procedural or administrative matter necessary for the efficient conduct of the conciliation.
3. The Conciliator shall explain the conciliation process to the parties and their representatives and shall be satisfied that they understand and consent to it.
4. The Conciliator shall conduct the conciliation with fairness and impartiality and shall ensure that all parties are afforded adequate opportunity to participate, be heard, and obtain independent advice before concluding any settlement.
5. Subject to these Rules and any agreement of the parties, the Conciliator may conduct the conciliation in such manner as deemed appropriate, taking into account the circumstances of the dispute, the wishes of the parties, and the

need for efficient resolution. The Conciliator shall not impose a settlement on the parties.

6. The parties shall cooperate with the Conciliator in good faith and use reasonable efforts to advance the conciliation expeditiously.
7. The Conciliator may hold joint or separate meetings with the parties and may request submission of documents, summaries, or memoranda relevant to the dispute.
8. Where the dispute is not resolved, the parties may jointly invite the Conciliator to make non-binding oral or written recommendations concerning possible settlement terms. The Conciliator may decline such request without providing reasons.
9. Conciliation meetings may occur on one day or over a series of sessions, as agreed by the Conciliator and the parties.
10. The Conciliator shall interpret and apply these Rules insofar as they relate to the Conciliator's duties and responsibilities.

PART III

GENERAL

RULE 9 Costs

1. Unless otherwise agreed by the parties, each party shall pay its own costs of or incidental to the conciliation.
2. Unless otherwise agreed by the parties, the parties shall be jointly and severally liable for the costs of the reference, and shall pay those costs in equal shares.
3. The costs of the Conciliation shall include—
 - a. the professional fees of the Conciliator;
 - b. the cost of hiring the venue for the Conciliation including meeting rooms or breakout rooms;
 - c. the administrative costs, including fees for photocopying, internet access, and communication expenses;
 - d. fees for translation, or in respect of an expert witness who attends the Conciliation with the consent of the parties; or
 - e. Any other costs reasonably incurred in respect of the organization or conduct of the Conciliation .

4. The costs of the Centre may include—
 - a. payable on the lodging of a request;
 - b. Appointment fee if a Conciliator is appointed; and
 - c. Any administrative costs as specified under Second schedule.
5. The parties shall be jointly and severally liable for costs and expenses set out in paragraphs (2) and (3).

RULE 10 Extension of Limitation Period

1. If, during the conciliation, a limitation period for bringing any proceedings in relation to the Dispute expires, the parties agree that:
 - a) the limitation period will be extended by the number of days from the date of reference of the Dispute to conciliation to the date of termination in accordance with these Rules;
 - b) they will not rely, in any arbitral or judicial proceedings, on expiry of the limitation period other than as calculated in accordance with this Rule.

RULE 11 Subsequent Proceedings

1. If the Dispute is not resolved, the Conciliator shall not, without the written consent of all parties, accept an appointment to act as arbitrator, or act as advocate or adviser to any party, in any subsequent arbitral or judicial proceedings arising out of or in connection with the Dispute.
2. The parties agree that the following will be privileged and will not be disclosed or relied upon or be the subject of a subpoena/order to give evidence or produce documents in any subsequent arbitral or judicial proceedings arising out of or in connection with the Dispute:
 - a) any view expressed, or admission or concession made, by or on behalf of a party;
 - b) any view expressed, or suggestion made by the Conciliator;
 - c) any document created for the purpose of the Conciliation.

RULE 12 Counting of Days

1. For the purpose of counting days under these Rules, such period shall begin to run on the day following the day when notice, request, notification, communication or proposal is actually received or deemed to be received under paragraph 2 of this Rule, whichever is earlier. If the last day of such period is a public or official holiday or a non-business day at the residence or place of business of the addressee, then the period is extended until the first business day which follows.
2. Any such notice, request, notification, communication or proposal which is posted is deemed to have been received on the second day following the day of posting. Any such notice, notification, communication or proposal which is sent by facsimile or other means of telecommunication or electronic transmission is deemed to have been received on the day of transmission.

RULE 13: Non-use of Conciliation information

The parties (including their representatives) shall not call, or cause to be called, the Conciliator, any employee of the Centre or any person appointed in the Conciliation as a witness, nor require them to produce in evidence any information, materials or settlement terms relating to the Conciliation, in any court of law, Conciliation or other formal or informal processes; nor will the Conciliator, any employee of the Centre or any person appointed in the Conciliation act or agree to act as a witness, expert, Conciliator, arbitrator or consultant in any such process.

RULE 13 Liability for Acts or Omissions

1. The parties agree that the Conciliator, the Centre and its officers and employees are not liable to any party for or in respect of any act or omission in the discharge or purported discharge of their respective functions under these Rules unless such act or omission is shown to have been fraudulent.
 - a) A Conciliator shall not be liable for acts or omissions done in good faith in the discharge of his functions as a Conciliator or arising out of a settlement reached in a Conciliation conducted under these Rules.

- b) Subject to paragraph (1), a servant or agent of a Conciliator shall not be liable for an act or omission done, in good faith and with due authority, in the discharge of the functions of the Conciliator.
- c) Nothing in this rule shall affect a liability incurred by a Conciliator by reason of his resignation or withdrawal.
- d) The Centre and the Registrar shall not be liable for acts or omissions done in good faith in the appointment or proposal of a Conciliator or for any other purpose, in the discharge of the functions of the Centre or the Registrar in these Rules.
- e) Subject to paragraph (4), a servant or agent of a Centre shall not be liable for an act or omission done in good faith and with authority, in the discharge of the functions of the Centre or the Registrar to appoint or propose a Conciliator or for any other purpose in these Rules.
- f) A statement, whether written or oral, made in the course of the Conciliation shall not be relied upon by any party to institute or maintain an action for defamation or any other related complaint.
- g) The Conciliator(s), the Centre, its employees, or any person appointed in the Conciliation shall not bear any

SCHEDULE 1

RULE A1 Inability to Agree on Person to be Appointed

1. This Rule applies to the extent that it is not inconsistent with the Agreement.
2. Any party may, by notice in writing (hereafter called the Notice of Dispute), give notice that it requires a dispute to be referred to expert determination, and call on the other parties to the dispute to agree on the identity of the person to be appointed as the Conciliator, as the case may be.
3. The Notice of Dispute shall be served at the address for such party or parties specified in the Agreement. Unless otherwise provided in the Agreement, service may be effected personally, by mail, or by facsimile or other means of telecommunication or electronic transmission.
4. Unless otherwise agreed between the parties, if no agreement has been reached on the identity of the person to be appointed as conciliator within ten (10) days after service of the Notice of Dispute or deemed receipt of same, then the dispute, unless settled, shall be and is hereby referred to conciliation, as the case may be by a conciliator nominated by the Centre in accordance with this Schedule.
5. If the parties agree in writing that the giving of notice under this Rule shall not be required, then the parties may jointly call for nomination of a conciliator by the Centre in accordance with this Schedule.

RULE A2 Exercise of Power of Nomination by the Centre

1. Where the Centre is to nominate a conciliator:
 - a) the party giving a Notice of Dispute shall also provide evidence that it has deposited with the Centre the prescribed Registration and Nomination Fee; or
 - b) If the parties agree in writing that the giving of notice under Rule A1 shall not be required then, unless the parties otherwise agree, they shall jointly deposit with the Registration and Nomination Fee.
2. The Registration and Nomination Fee shall be the sum of UGX 350,000 or such other sum as prescribed by the Centre from time to time.

3. Lodgement of the prescribed Nomination Fee shall be a pre-requisite to the nomination of a conciliator by the Centre.

RULE A3 Call for Nomination

1. This Rule applies to the extent that it is not inconsistent with the Agreement.
2. Where a Notice of Dispute has been given pursuant to the Agreement or pursuant to Rule A1, and such dispute has not been settled within the time provided, any party may thereafter request the Centre in writing to nominate a conciliator and, in so doing, shall submit the following to the Centre:
 - a) a copy of the Notice of Dispute;
 - b) a copy of the Agreement containing the submission to conciliation;
 - c) the names and addresses of the parties to the dispute;
 - d) a brief description of the nature of the dispute containing such particulars of the dispute as will permit the Centre to nominate an appropriate conciliator.
3. If the parties agree in writing that the giving of notice under Rule A1 shall not be required then, in addition to the material referred to in paragraph 2 of this Rule, they shall provide to the Centre of Arbitrators & Conciliators Australia a copy of their written agreement to that effect.
4. Within ten (10) days after receipt of the material submitted pursuant to paragraphs 2 or 3 of this Rule, or such further information as to the nature of the dispute as the Centre may reasonably require for the purposes of nomination, the Centre shall nominate a conciliator, and shall advise the parties and the Nominee accordingly.

RULE A4 Further Nomination

1. Where any party does not agree with the conditions advised by the Nominee, then the Nominee shall notify the parties in writing within two (2) days as to whether he or she accepts appointment as Conciliator notwithstanding that disagreement. On acceptance of appointment, the Nominee shall be deemed to have entered on the reference as Conciliator, as the case may be.
2. Unless the parties otherwise agree in writing, the Centre shall nominate a replacement Conciliator, within ten (10) days of being called on to do so by a party, if:

- a) appointment is declined by a Nominee pursuant to paragraph 1 of this Rule;
 - b) a Nominee nominated by the Centre does not enter upon the reference as Conciliator, as the case may be, within one (1) month of the date of his or her nomination;
 - c) after entering on the reference, a Conciliator shall die or shall otherwise become incapable by reason of ill health or otherwise, or be debarred in law, from continuing on the reference.
3. Where the Centre nominates a replacement Conciliator pursuant to paragraph 2a of this Rule, then any dispute as to the reasonableness of the conditions notified by the replacement Conciliator shall be determined by the Centre or its nominee, which determination shall be final and binding.

SECOND SCHEDULE

DOMESTIC CONCILIATION

a) Registration Fee:

A non-refundable registration fee to be advised by the Centre at the time of filing the request with a maximum of Uganda Shillings (UGX) 350,000/= is payable by the party initiating Conciliation pursuant to Rule 3 (4) of the Rules.

b) Administrative Costs:

The Administrative Costs for Conciliation to be advised by the Centre at the time of filing the request with a maximum of Uganda Shillings (UGX) 1,000,000 /= is payable by the party initiating Conciliation pursuant to Rule 3(4) of the Rules.

c) Appointment of a Conciliation

Where the Centre appoints the Conciliators according to Rule 5, the parties shall pay to the Centre a non-refundable appointment fee of UGX 350,000/=.

d) Conciliator's Fee:

- I. Sum of Uganda Shillings (UGX) 350,000/= for any time spent in Conciliation below and up to one (1) hour;
- II. Sum of Uganda Shillings (UGX) 550,000/= per Conciliation session. (a Conciliation session is equivalent to time spent in Conciliation above one hour and not exceeding three (3) hours); and
- III. Sum of Uganda Shillings (UGX) 35,000/= per hour for review of documents and related works.

NOTE:

The sum to be charged on Conciliator's fee for time spent in Conciliation above three (3) hours in a day shall be on a pro rata hourly basis at the rate of UGX 150,000/= per hour.

INTERNATIONAL CONCILIATION

Registration Fee

A non-refundable registration fee of US Dollars (USD) 150 is payable by the party initiating Conciliation pursuant to Rule 4 (4) of these Rules.

a) Administrative Costs

The administrative costs for Conciliation shall be fixed at US Dollars (USD) 750.

b) Appointment of a Conciliator

Where the Centre appoints the Conciliators according to Rule 5, the parties shall pay to the Centre a non-refundable appointment fee of (USD) 150.

- c) Conciliator's Fee
 - a. Sum of US Dollar (USD) 300 for any time spent in Conciliation below and up to one (1) hour;
 - b. Sum of US Dollar (USD) 600 per Conciliation session. (a Conciliation session is equivalent to time spent in Conciliation above one hour and not exceeding to three (3) hours); and
 - c. Sum of US Dollar (USD) 300 per hour for review of documents and
- II. related works.

NOTE: The sum to be charged on Conciliator's fee for time spent in Conciliation above three (3) hours in a day shall be on a pro rata hourly basis at the rate of USD 200 per hour.

18THIRD SCHEDULE

Confidentiality Agreement and Undertaking Parties:

.....
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And

.....
.....

And

.....
.....

(“The Conciliator”)

(Have entered into a Conciliation Agreement dated the.....day of.....in accordance with which the Conciliator will conduct a Conciliation.)

1. The undersigned acknowledge by their signatures that they attend the Conciliation on the basis of their agreement to the terms of clause 2 and 3 below.
2. Each of the undersigned undertakes to the parties and the Conciliator—
 - a. to keep confidential to themselves and any persons to whom by reason of the terms of their employment or any contract of insurance they may properly communicate it, all information disclosed during the Conciliation including the preliminary steps(“confidential information”);
 - b. not to act contrary to the undertaking in subparagraph (a) unless compelled by law to do so or with the consent of the party who disclosed the confidential information;
 - c. not to use confidential information for a purpose other than the Conciliation.
3. Each of the undersigned undertakes to the parties and the Conciliator that the following will be privileged and will not be disclosed in or relied upon or be the subject of any subpoena to give evidence or to produce documents in any arbitral or judicial proceedings between the parties to the Conciliation —
 - a. any settlement proposal whether made by a party or the Conciliator;
 - b. the willingness of a party to consider any such proposal;
 - c. any admission or concession made by a party
 - d. any statement or document made by the Conciliator.

4. The parties acknowledge that the Conciliator may disclose information obtained during or in connection with the Conciliation in any one or more of the following circumstances—
- a. with the consent of the person from whom the information was obtained;
 - b. in connection with the fact that an agreement or arrangement has been reached and as to the substance of the agreement or arrangement;
 - c. if there are reasonable grounds to believe that the disclosure is necessary to prevent or minimize the danger of injury to any person or damage to any property;
 - d. if the disclosure is reasonably required for the purpose of referring any party or parties to a Conciliation session to any person, agency, organization, or other body and the disclosure is made with the consent of the parties to the Conciliation session for the purpose of aiding in the resolution of a dispute between those parties or assisting the parties in any other manner;
 - e. in accordance with a requirement imposed by or under a law of a country or a state.